

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
ALEMBIC LIMITED**





Co. No. -04- 33

*Fresh Certificate of Incorporation Consequent on*

**CHANGE OF NAME**

*In the OFFICE OF THE REGISTRAR OF COMPANIES.*

*GUJARAT, Dadra & Nagar Haveli.*

*[Under the Companies Act, 1956 (1 of 1956)]*

**IN THE MATTER OF** ALEMBIC CHEMICAL WORKS  
**COMPANY LIMITED**

*I hereby certify that* ALEMBIC CHEMICAL WORKS COMPANY  
LIMITED

*which was originally incorporated on* 30-7-1907  
INDIAN VIO -1882  
*under the Companies Act, 1956 and under the name* ALEMBIC  
CHEMICAL WORKS COMPANY LIMITED

*having duly passed the necessary resolution in terms of Section 21/31/44*  
*of the Companies Act, 1956, on* 20-5-99 *and the*  
*approval of the Central Government signified in writing having been*  
*accorded thereto by the Registrar of Companies, Gujarat, vide his letter*  
*dated* 31-05-99 *in terms of Government of India, Ministry*  
*of Law, Justice & Company Affairs, (Department of Company Affairs)*  
*Notification No. GSR 507(E) dated 24-06-1985 the Name of the said*  
*Company is this day changed to* ALEMBIC LIMITED

*and this certificate is issued pursuant to section 23(1) of the said Act.*

*Given under my hand at AHMEDABAD*

*Dated this* 31st *day of* May 1999.

*One Thousand Nine Hundred NINETV* NINE



*S. S. Balani*  
(S.S. BALANI)  
Registrar of Companies, Gujarat  
Dadra & Nagar Haveli



**CERTIFICATE OF INCORPORATION**

I hereby certify that the **Alembic Chemical Works Company Limited,**

.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

**was incorporated under the Indian Companies Act, VI of 1882 as a Limited Company, on the Thirtieth day of July One Thousand Nine Hundred and Seven. Given under my hand at Bombay, this Ninth day of July One Thousand Nine Hundred and Thirty-seven.**

**Sd/- Behramji M. Modi,  
Registrar of Companies,  
Bombay**



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## કંપની સંસ્થાપિત થયાનો દાખલો

વડોદરા રાજ્યના સંવત ૧૯૭૫ કંપની નિબંધ અન્વયે  
આથી દાખલો આપવામાં આવે છે કે :-

ધી એલેમ્બિક કેમીકલ વર્ક્સ કંપની લીમીટેડ મુ. વડોદરા, તા ૨૪ માહે જુન સન  
૧૯૩૧ના રોજ

વડોદરા રાજ્યના સંબત ૧૯૫૩ના કંપની નિબંધ અન્વયે સંસ્થાપિત કરવામાં આવી  
છે. અને તે ભાગોથી નિયમિત થયેલી (Limited) કંપની છે.

વડોદરા મુકામે તારીખ ૨ માહે માર્ચ સન ૧૯૨૧ના રોજ અમારી સહીથી સ્વહસ્તે  
આ દાખલો આપવામાં આવ્યો છે.

સહી  
કંપની નોંધણી અધિકારી  
વડોદરા રાજ્ય





**MEMORANDUM OF ASSOCIATION  
OF  
ALEMBIC LIMITED**

(COMPANY LIMITED BY SHARES)

- I The name of the Company is **ALEMBIC LIMITED**.
- II The Registered Office of the Company will be situated in the State of Gujarat.
- III (A) The objects to be pursued by the Company on its incorporation are as under:
  - 1. To manufacture, process, produce, assemble, distribute, buy, sell, import, export and deal in pharmaceuticals, drugs, chemicals, medicines, raw materials, intermediates, vaccines, tonics, enzymes, steroids, vitamins, hormones, antibiotics, antiseptics, disinfectants, veterinary medicines, poultry medicines, herbal products, their by-products, intermediates, residues, mixtures, compounds, preparations, cosmetics, pesticides, medicinal components, injections, dyewares, cordials, liquors, restoratives, acids, surgical preparations, medical equipments, surgical equipments and other related equipments, used in all therapies of medical treatment and the other life saving equipments apparatus and medicinal equipments and to engage in the business of Healthcare, lifesciences, research and development, contract manufacturing etc. in India and/or abroad.
  - 2. To carry on trade or business in India and abroad, notwithstanding anything contrary provided in any other sub-clause(s) of the object clause, as contractors, builders, land and estate agents, land developers, surveyors, architects, consulting engineers, decorators, house owners and house seller estate manager and to acquire flats and offices and sell them and to acquire land and building on leasehold or freehold, agricultural or non-agricultural, interest in land and to build, develop, construct on those lands, residential, commercial, hotels, hospitals, resorts or industrial buildings and sell or otherwise alienate, the same on ownership basis, lease basis, rental basis, leave and license basis or to transfer such buildings to societies, companies or any other person and to undertake and execute civil, mechanical, electrical and structural works contracts and sub contracts in all their respective branches and generally to do any activities in real estate business.
- (B) Matters which are necessary for furtherance of the objects specified in Clause III (A) are as under:
  - 1. To act as agents, distributors, stockists, retailers, wholesalers, chemists, merchants and representatives of any pharmaceutical companies, multinational companies, corporations or undertakings in India or abroad and to represent all or any of them as their approved representatives and agents in any hospitals, dispensaries, medical institutions, clinics, diagnostics centres, polyclinics and/or chemists, doctors and other medical professionals for sales, promotion of all or any of the items mentioned above in India and/or abroad.
  - 2. To acquire and undertake whole or any part of the business, goodwill and assets of any person firm or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such persons, firm and to acquire an interest in amalgamate with or enter into any agreement for sharing profits or for liabilities, competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the facts, things aforesaid to acquire property and shares, debentures, stock or securities that may be agreed upon and to hold and retain and to sell, mortgage and deal with any share, stock or securities so received.
  - 3. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may think necessary or

convenient for the purpose of its business and either to retain the same or turn the same to account, as may seem expedient.

4. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in any business or transaction which this Company is authorised to carry on.
5. To vest any movable or immovable property, rights or interests acquired by or received or belonging to the Company in any person or persons or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
6. To purchase or otherwise acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, sell, let on hire, deal in, control and superintend any factories, plants, warehouses, workshops, sheds, dwellings, offices, shops, stores, buildings, telephones, electric and gas works, power plants, roadways, tramways, railways, bridges, reservoirs, waterhouses and all kinds of works, machinery, apparatus, labour lines, and houses, warehouse, furnaces, crushing works and other works and conveniences necessary for carrying on any of the above specified business.
7. To carry on, manage, supervise and control the business of transmitting, manufacturing, supplying, generating, distributing and dealing in electricity and all forms of energy and power generated by any source whether nuclear, steam, hydro or tidal, water, wind, solar, hydrocarbon fuel or any other form, kind or description.
8. To acquire and take over the whole or any part of the business, goodwill, trade-marks, properties and liabilities of any person or persons firms, companies or undertakings, either existing or new, engaged in or carrying on or proposing to carry on any business which this Company is authorised to carry on possessed of any property on rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.
9. To undertake or promote scientific research relating to any business or class of business in which the Company is interested.
10. To negotiate and enter into agreements and contracts with Indian and foreign individuals' companies, corporations and other organisations for technical, financial or any other assistance for carrying out all or any of the objects of the Company or for the purpose of activating research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formula and patent rights for furthering the objects of the Company.
11. Subject to Section 230 to 234 of the Companies Act, 2013, to amalgamate, merge any other company or companies with the Company or merge, demerge with any other company or companies having all or any of their objects similar to the objects of this company or otherwise, in any manner, whether with or without the liquidation of the Company.
12. To sell, dispose of or transfer the business, property and undertaking of the Company or any part thereof for any consideration which the Company may deem fit to accept and in particular for shares, debenture stock, bonds or securities or any other company having objects altogether different or in part different or similar to those of this Company.
13. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association, undertaking carrying on any business which this Company is authorised to carry on.
14. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, process, trade secrets, scientific or technical or other assistance, manufacturing process, know-how and other information, designs, patterns, copyrights, trade-marks, licences, concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of

use thereof, which may seem capable of being used for or in connection with any of the objects of the Company or the acquisition or use of which may seem conciliated directly or indirectly to benefit the Company on payment of any fee, royalty or other consideration and to use, exercise or develop the same and under or grant licences in respect thereof or sell or otherwise deal with the same and expend money in experimenting upon, testing or improving any such patents, inventions, rights or concessions.

15. To apply for and obtain any charter, privilege, concession, licence or authorisation of any Government, State or other Authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company which may seem expedient and to oppose any proceeding or applications which may seem expedient or calculated directly or indirectly to prejudice the interests of the Company.
16. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, Authority, person or company any rights, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out and exercise and comply therewith.
17. To procure the Company to be registered or recognised in or under the laws of any place outside India and to do all acts necessary for carrying on in any foreign country any business or profession of the Company.
18. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of business.
19. 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 and also to invest and deal with the moneys of the Company, not immediately required, in or upon such investment and in such manner as may from time to time determined, not being investment in Company's own shares provided that the Company shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.
20. Subject to Section 71, 73, 179 and 180 of the Companies Act, 2013 read with rules framed thereunder and the directions issued by Reserve Bank of India, to receive money on deposits or loans and to borrow or raise money in such manner and at such times or times as the Company thinks fit and in particular by the issue of debentures, debenture-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties or assets or revenues and profits of the Company, both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other persons or company obligation undertaken by the Company of such other persons or company and to give the lenders the power to sell and other powers as may seem expedient and to purchase, redeem or pay off any such securities.
21. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously in connection with the business of the Company.
22. To establish or promote or concur in establishing or promoting any company for the purpose of acquiring all or any of the properties, rights and liabilities of the Company.
23. Subject to the Section 180 of the Companies Act, 2013, to sell, lease, mortgage, exchange, grant licences and other rights, improve, manage, develop and turn to account and deal with or dispose of undertaking, investments, assets and effects of the Company or any part thereof for such consideration as may be thought fit and in particular for any shares, stocks, debentures or other securities of any other company having objects altogether or in part similar to those of the Company.

24. To distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.
25. To distribute as bonus Shares among the members or to place to reserve or otherwise to apply, as the Company may from time to time think fit, any moneys received by way of premium on debentures or other securities issued at a premium by the Company and any moneys received in respect of dividends accrued on forfeited shares and moneys arising from the sale by the Company of forfeited shares, subject to the provisions of the Companies Act, 2013.
26. To employ agents or experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business, concerns and undertakings and generally of any assets, properties or rights which the Company proposes to acquire.
27. To accept gifts, as an award from Govt. or semi Govt. bodies, bequests, devises or donations of any movable or immovable property or any rights or interests therein from members or others.
28. To create any reserve fund, sinking fund, insurance fund or any other special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the Company conducive to the interests of the Company.
29. Subject to the provisions of the Section 181 and 182 of the Companies Act, 2013 to subscribe, contribute, gift or donate any moneys, rights or assets for any national, educational, religious, charitable, scientific, public, general or useful objects or to make gifts or donations of moneys or other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, colleges or any individual, body of individuals or bodies corporate.
30. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pensions or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of the donations, gratuities, pensions, allowances, bonus or emoluments to any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or any other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institution, associations, clubs or funds calculated to be for the benefit of or to advance the interests as well-being of the Company or any such other company or persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
31. To establish for any of the objects of the Company, branches or establish any firm or firms at places in or outside India as the Company may think fit.
32. To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company introducing business to the Company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and on such terms as the Company may determine.
33. To pay out of the funds of the Company all costs, charges and expenses of and incidental to the formation and registration of the Company and any company promoted by the Company and also all costs, charges, duties, impositions and expenses of and incidental to the acquisition by the Company of any property or assets.
34. To send out to foreign countries its director, employees or any other person or persons for investigating possibilities of any business or trade for procuring and buying any machinery or establishing trade connections or for promoting the interests of the Company and to pay all expenses incurred in connection therewith.

35. To compensate for loss of office of any Managing Director or Directors or other officers of the Company within the limitations prescribed under the Companies Act, 2013 or other statutes or rules having the force of law and to make payments to any person whose office or employment or duties may be determined by virtue of any transaction in which the Company is engaged.
36. To agree to refer to arbitration any disputes, present or future, between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
37. To appoint agents, subagents, dealers, managers, canvassers, sales representatives or salesman for transacting all or any kind of business which this Company is authorised to carry on and to constitute agencies of the Company in India or in any other country whatsoever and to establish depots and agencies in different parts of the world.
38. To guarantee the performance of contracts undertaken by persons, firms or companies carrying on or authorised to carry on any business or businesses which this company is authorised to carry on and to guarantee the payment of liabilities of any such persons, firms or companies.
39. 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 in connection with the business of the company.
40. To invest in other than investment in company's own shares any money of the Company in such investment (other than shares or stock in the Company) as may thought proper and to hold, sell or otherwise deal with such investment.
41. To establish, provide, maintain and conduct research and other laboratories training colleges, schools, and other institution for the training, education and instruction of students and other who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstration, exhibitions, classes, meetings and conferences in connection therewith.
42. To carry on either solely or in partnership with other companies, corporations, body corporate, firm or individuals all agency business and to render services to or to undertake or take part in the supervision or control of the business or operation of any person, firm, body corporate, company, association or other undertaking and to act as Agents, Advisers, Consultants of such person, firm, body corporate, company, association and for such purpose or purposes to appoint and remunerate any officers of the company, accountants or other experts or agents in connection with the business of the Company.
43. 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 invest by publication of books and periodicals and by granting prizes, rewards and donations.
44. To apply the assets of the Company in any way in or towards the establishment, maintenance or extensions of any association, institution or fund in any way connected with any particular trade, or business or with trade or commerce generally and particularly with the trade, including any association., institution or fund for the protection of the interest of masters, owners and employers, against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit or any clerks, workman, 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 friendly, cooperative and other societies reading rooms, Libraries, educational and charitable institutions, refractories, dinning 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.

45. To aid, pecuniarily or otherwise, any association, body or movement having for an objects the solution or settlements of industrial or labour problem or troubles or the promotion of industry or trade.
46. To assist any other company falling under Section 185 the same management within the meaning of the Companies Act, 2013 or statutory modification thereof, including by way the giving of loans and guarantees or the providing of securities of any kind whatsoever in connection with any loan given to the latter by any person, firm or body corporate.
47. To institute and defend any suit, appeal, application for review or revision or any other application of any nature whatsoever, to take out executions, to enter into agreements of reference to arbitration and to enforce and where need be to contest any awards and for all such purpose to engage or retain counsels, attorneys and agents and when necessary to remove them.
48. 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 in connection with the business of the Company.
49. To act as business consultants, give advice, to engage in dissemination of information in all aspects of business organisation and industry and to advise upon the means and methods for extending and developing systems or process relating to production, storage, distribution, marketing and securing of orders for sale of goods in India and abroad and or relating to the rendering of services.
50. To carry on all or any of the business of builders, contractors, architects, decorators and furnishers, and to acquire, hold, mortgage, lease take on lease, exchange or otherwise deal in land, buildings, houses, flats, bungalows, shops, hereditaments of any tenure or freehold for residential or business purposes.
51. To purchase, hold and acquire mines, mining leases, mining rights, mining claims and multifarious land and to explore, work, exercise, develop and turn to account all sorts of major and minor minerals, working of deposits of all kinds of minerals and subsoil materials and to crush, win, set, quarry, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for the market, metals and mineral substances of all kinds.
52. To act as consultants, managers, operators, advisers, planners, valuers, to and impart technical know-how in the field of planning, construction, operation of hotels, motels, restaurants, recreation, entertainment centers and in the field of tourism industry whether in India or abroad.
53. To construct, acquire, establish, provide, maintain and administer factories, estate generating installations, pipeline, garages, storages and accommodation of all kinds and descriptions in connection with the business of the company.
54. To apply for tender, purchase or otherwise acquire any contracts and concessions for or in relation to the construction, erection, equipment, improvement, management, administration or control of works and conveniences and to undertake, execute, carry out, dispose off or otherwise turn to account the same.
55. To act as an Export/Import House.

IV The liability of members is limited.

V The Authorised Share Capital of the Company is Rs. 60,00,00,000/- (Rupees Sixty Crores only) divided into 30,00,00,000 (Thirty Crores) Equity Shares of Rs. 2/- (Rupees Two only) each, with power to classify or reclassify, increase or reduce the capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf and with the power to divide the share capital for the time being into several classes and to attach thereto respectively any preferential, qualified or special rights, privileges or condition including as to voting and to vary, modify or abrogate

the same in such manner as may be determined by or in accordance with these present and the Articles of Association.

(Amended pursuant to Ordinary Resolution passed by the Shareholders on 6/9/2013)

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

Dated this 29<sup>th</sup> day of July

1907.

Names of shareholders. શેર રાખનારના નામ.	Address. હામ ઠેકાણું.	Number of Shares. શેરોની સંખ્યા.	Witness. સાક્ષી.
Khalchar Dakhinchar	1 Churny Road	50 (fif)	Gaman Dakhinchar
Chimanlal Setahad	2 Durgam Chow	Twenty five	J. K. L. L.
M. B. Gappa	Lodhi castle	Two	M. B. Gappa
	Parel		
K. B. Navlonkar	Lodhi castle	Two	B. D. Amin
M. A. Govilkar	Parel	one	J. K. L. L.
A. O. Vakil	Market	Two	J. K. L. L.
M. J. Bhagwan	Shankar Ina	Two	H. B. Navlonkar
& Brothers	- mon street -		
	Market.		
Shri Govind Vaidya	40 Bombay	Two	Kopal Janardan
	Banking Co. &		
	Gurgaon		

**ARTICLES OF ASSOCIATION  
OF  
ALEMBIC LIMITED**

(COMPANY LIMITED BY SHARES)

The following regulations comprised in these Articles of Association were adopted pursuant to the Special Resolution passed by the Members of the Company at the Annual General Meeting of the Company held on 7<sup>th</sup> August, 2018 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

**PRELIMINARY**

1. Table F not to apply

The regulations contained in Table 'F' in the Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act and the Rules made thereunder.

The Company shall be governed by these Articles.

The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

**INTERPRETATION**

2. Interpretation Clause

i. In the interpretation of these Articles, the following words and expressions shall have the following meanings unless repugnant to the subject or context:

- (a) "Act" means the Companies Act, 2013 and include any statutory modification or re-enactment thereof for the time being in force and any previous Company Act, so far as may be applicable.
- (b) "Articles" means these Articles of Association of the Company or as altered from time to time.
- (c) "Auditors" means and includes those persons appointed as such for the time being of the Company.
- (d) "Board" or "Board of Directors" means the Board of Directors of the Company or the Directors collectively. The Board of Directors shall include Committees of the Board made thereon.
- (e) "Charge" means an interest or lien created on the property or assets of a Company or any of its undertakings or both as security and includes a mortgage.
- (f) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.
- (g) "Chairman" or "Chairperson" means the Chairman or Chairperson of the Board of Directors for the time being of the Company.
- (h) "The Company" or "This Company" means Alembic Limited.
- (i) "Director" means a director appointed to the Board of the Company.
- (j) "Debenture" includes debenture-stock, bonds or any other securities of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not.
- (k) "Dividend" includes any interim dividend.



- (l) “Executor or Administrator” means a person who has obtained Probate or Letter of Administrator, as the case may be, from a competent Court and shall also include the holder of a succession certificate authorizing the holder thereof to negotiate or transfer the share or shares of the deceased member and shall also include the holder of a certificate granted by the Administrator General of any State in India.
  - (m) “Independent Director” shall have the meaning ascribed to it in the Act.
  - (n) “Key Managerial Personnel” means the chief executive officer or the managing director; the company secretary; whole-time director; chief financial officer; and such other officer as may be notified from time to time in the rules.
  - (o) “Legal Representative” means a person who in law represents the estate of a deceased member.
  - (p) “Month” means a calendar month.
  - (q) “Office” means the Registered Office for the time being of the Company.
  - (r) “Ordinary & Special Resolution” shall have the meanings assigned to these terms by Section 114 of the Act.
  - (s) “Proxy” means an instrument under which any person is authorized to vote for a member at a general meeting on a poll and includes Attorney duly constituted under a Power of Attorney.
  - (t) “Rules” means any rule made pursuant to Section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make rules and shall include such rules as may be amended from time to time.
  - (u) “Secretary” is a Key Managerial Person appointed by the Board of Directors to perform any of the duties of a Company Secretary.
  - (v) “Shareholders or Members” means the duly registered holder from time to time of the shares of the Company and shall include beneficial owners whose names are entered as a beneficial owner in the records of a depository.
  - (w) “Seal” means the Common Seal of the Company.
  - (x) “In writing” or “written” means and includes words printed, lithographed, represented or reproduced in any mode in a visible form.
- ii. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force.
  - iii. Words importing the singular number include where the context admits or requires the plural number and vice versa.  
Words importing the masculine gender shall include the feminine gender and vice versa  
Words importing persons shall, where the context requires, includes bodies corporate and companies as well as individuals.

### **SHARE CAPITAL AND VARIATION OF RIGHTS**

#### **3. Authorized share capital**

The Authorized Share Capital of the Company shall be as per Clause V of the Memorandum of Association.

#### **4. Shares under control of Board of Directors**

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions as they may from time to time think fit.

5. New capital same as original capital  
Except in 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 installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
6. Directors may allot shares otherwise than in cash  
Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted or issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly-paid up shares, as the case may be.
7. Issue and redemption of Preference Shares  
Subject to the provisions of the Act and Rules made in this behalf, the Board shall have power to issue or re-issue preference shares of one or more classes which are liable to be redeemed or converted to equity shares, on such terms and in such manner as determined by the Board in accordance with the Act.
8. Issue of Sweat Shares  
The Company may issue shares at discounted price by way of sweat equity shares or in any other manner in accordance with the provisions of the Act or any other applicable law.
9. Issue of Bonus Shares  
The Company in general meeting may decide to issue fully paid up bonus share to the member if so recommended by the Board of Directors.
10. Further issue of share capital
  - i. The Board or the Company, as the case may be, may, in accordance with the Act issue further shares to:
    - (a) persons who, at the date of offer, are holders of equity shares of the Company; Unless otherwise decided by the Board, such offer shall be deemed to include a right exercisable by the person concerned or renounce the shares offered to him or any of them in favour of any other person; or
    - (b) employees under any scheme of employees' stock option; or
    - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
  - ii. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act read with Rules made thereunder and SEBI guidelines.
11. Issue of further shares not to affect rights of existing members  
The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
12. Application of premiums received on issue of shares
  - i. Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of the premium received on those shares shall be transferred to a "securities premium account" and the provisions of the Act, relating to reduction of share capital of the Company shall, except as provided in this Article, apply as if the securities premium account were the paid-up capital of the Company.
  - ii. Notwithstanding anything contained in clause (i) above, the securities premium account may be applied by the Company in accordance with the provisions of the Act.

13. Variation of members' right

- i. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of such number of the holders of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- ii. To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.

14. Trust not recognized

- i. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- ii. Share may be registered in the name of an incorporated company or any other body corporate but not in the name of a minor (except in case where they are fully paid) or in the name of a person of unsound mind or in the name of any firm or partnership.

15. Commission for placing shares

- i. The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and Rules made thereunder.
- ii. The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act.
- iii. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

### **DEBENTURES**

16. Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued with an option that they may be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution.

### **SHARE WARRANTS**

17. Subject to the provisions of the Act, the Company may issue with respect to any fully paid shares, a warrant stating that the bearer of the warrants is entitled to the shares specified therein and may provide coupons or otherwise, for payment of future dividends on the shares specified in the warrants and may provide conditions for registering membership.

Subject to the provisions of the Act, the Company may from time to time issue warrants naked or otherwise or issue coupons or other instruments and any combination of equity shares, debentures, preference shares or any other instruments to such class of persons as the Board of Directors may deem fit with a right attached to the holder of such warrants or coupons or other instruments to subscribe to the equity shares or other instruments within such time and at such price as the Board of Directors may decide as per the rules applicable from time to time.

18. Deposit of Share Warrant

The bearer of a share warrant may, at any time, deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of the member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the share included in the deposit warrant.

Not more than one person shall be recognized as depositor of the share warrant.

The Company shall, on two days' written notice, return the deposited share warrant to the depositor.

19. Privileges and disabilities of the holders of share warrant

Subject as herein otherwise expressly provided, no person shall as bearer of a share warrant, sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a member at a meeting of the Company or be entitled to receive any notice from the Company.

The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he is named in the Register of Members as the Holder of the shares included in the warrant and he shall be a member of the Company.

### **ISSUE OF SHARE CERTIFICATES**

20. Share Certificates

i. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided;

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

ii. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

iii. In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

21. Issue of new certificate in place of one defaced, lost or destroyed

If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

22. The provisions of the foregoing Articles relating to issue of certificate shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

### **LIEN**

23. Company's lien on shares

i. The Company shall have a first and paramount lien-

(a) On every share (not being a fully paid up share) for all monies (whether presently payable or not) called or payable at a fixed time, in respect of that share; and

- (b) On all shares (not being a fully paid up shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:  
Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
  - ii. The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
24. Enforcing lien by sale
- The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
- Provided that no sale shall be made-
- i. Unless a sum in respect of which the lien exists is presently payable; or
  - ii. Until the expiration of such period, as maybe specified in the Act or rules made thereunder, after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his/her death or insolvency.
25. Procedure for enforcing lien by sale
- i. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
  - iii. The purchaser shall be registered as the holder of the shares comprised in any such transfer.
  - iii. The purchaser shall not be bound to see to the application of the purchase money, nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
  - iv. Upon any such sale as aforesaid, the existing certificate(s) in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate(s) in lieu thereof to the purchaser or purchasers concerned.
26. Application of proceeds of sale
- The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- 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 person entitled to the shares at the date of the sale.
27. The provisions of foregoing Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

### **CALLS ON SHARES**

28. Board of Directors may make call
- i. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:  
Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
  - ii. Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
  - iii. A call may be revoked or postponed at the discretion of the Board.

- iv. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
  - v. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
29. When interest on call or installments payable
- i. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due, shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at the rate not exceeding fifteen percent per annum or at such lower rate, if any, as the Board may determine.
  - ii. The Board shall be at liberty to waive payment of any such interest wholly or in part.
30. Amount payable at fixed time or by installment to be treated as calls
- i. 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 such sum becomes payable.
  - ii. In case of non-payment of such sum, 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.
31. Payment in anticipation of calls may carry interest
- i. May, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
  - ii. Upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, nine per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
  - iii. Money so paid in excess of the amount of calls shall not rank for dividends, or confer a right to participate in profits or exercise voting rights. The Directors may at any time repay the amount so advanced upon giving to such member not less than three months' notice in writing.

## **TRANSFER OF SHARES**

32. Instrument of transfer
- i. Shares in the Company shall be transferred in accordance with the provisions of Section 56 of the Act by an instrument in writing in the prescribed form.
  - ii. The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
  - iii. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
33. Directors may refuse to register transfer
- Subject to the right of appeal as conferred by Section 58 of the Act, the Directors, may, at their own absolute and uncontrolled discretion and without assigning any reason decline to register or acknowledge any transfer of shares and in particular may so decline in any case in which the Company has lien upon the shares or any of them or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid or unless the transferee is approved by the Directors and such refusal shall not be affected by the fact that the proposed transferee is already a member. Provided that registration of a transfer shall not be refused on the grounds of the transferor being either alone or jointly with any person or persons indebted to the Company on any account whatsoever except a lien. The registration of a transfer shall be conclusive evidence of the approval of the Directors of the transferee.



34. Conditions for not declining registration of transfer  
The Board may decline to recognise any instrument of transfer unless-
- i. The instrument of transfer is in the form as prescribed in Rules made under the Act;
  - ii. The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - iii. The instrument of transfer is in respect of only one class of shares.
35. Closure of transfer books, etc.  
On giving not less than seven days' previous notice in accordance with the provisions of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.  
Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
36. The provisions of the foregoing Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

### **TRANSMISSION OF SHARES**

37. Title of shares of deceased holder
- i. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
  - ii. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
  - iii. The Legal Representative or administrator of a deceased member or holder of a succession certificate shall be the only persons recognised by the Company as having any title to his/her shares and the Company shall not be bound to recognise such executor or administrator or holder of a succession certificate unless such executor or administrator shall have first obtained probate, letters of administration or other legal representation as the case may be from a duly constituted court in India, or from any authority empowered by any law to grant such other legal representation; provided that in any case where the Board in their absolute discretion think fit, the Board may dispense with the production of Probate or Letters of Administration or other legal representation and under the next Article register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member upon such terms as to indemnity or otherwise as the Directors may deem fit.
38. Registration of persons entitled to share otherwise than by transfer (transmission)
- i. Subject to the provision of the Act and these Articles, any person becoming entitled to a share in consequence of the death, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents may with the consents of the Directors which they shall not be under obligation to give upon producing such evidence that he/she sustains the character in respect of which he/she proposes to act under this Article or of his/her title, as the Board may think sufficient and upon giving such indemnity as the Directors may require.
  - ii. Any such person shall after sending notice in writing, elect, either -
    - (a) To be registered himself as holder of the share; or
    - (b) To make such transfer of the share as the deceased or insolvent member could have made.
39. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

40. The provisions of the foregoing Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

### **FORFEITURE OF SHARES**

41. If call or installment not paid, notice may be given

If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

42. Partial payment not to preclude forfeiture

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

43. Terms of forfeiture

The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall also state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

44. In default of payment, shares may be forfeited

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

45. Power to annul forfeiture

The Board of Directors may at any time before any share so forfeited, shall have been sold or otherwise disposed of, annul the forfeiture thereof upon such conditions as they may think fit.

At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture upon such conditions as they may think fit.

46. Members shall be liable to pay money owing, at the time of forfeiture and interest

- i. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- ii. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

47. Declaration of Forfeiture

- i. A duly verified declaration in writing that the declared is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited 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.
- ii. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- iii. The transferee shall thereupon be registered as the holder of the share.
- iv. The transferee shall not (unless by express agreement) be liable to pay any calls, amounts, installments, interest and expenses owing to the Company prior to such



purchase or allotment nor shall be entitled (unless by express agreement) to any of the dividends, interests or bonuses accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment.

- v. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

48. Forfeiture to apply in case of non-payment of any sum payable at fixed time

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **ALTERATION OF SHARE CAPITAL**

49. Increase of authorised share capital

The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

50. Consolidation, division and sub-division

Subject to the provisions of the Act, the Company may, by ordinary resolution:

- i. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- ii. Convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination;
- iii. Sub-divide its existing shares or any of them into the shares of smaller amount than is fixed by the memorandum of association;
- iv. Cancel any shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by any person.

51. Shares converted to stock –

- i. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- ii. 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 privilege 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.
- iii. Such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” shall include “stock” and “stockholder” respectively.

52. Reduction of Capital

The Company may reduce in any manner and in accordance with the provisions of the Act and rules made thereunder

- i. Its share capital;
- ii. Any capital redemption reserve account; or
- iii. Any share premium account; or
- iv. Any other reserves as may be available.

## **CAPITALISATION OF PROFITS**

### **53. Capitalisation**

- i. The Company in general meeting may, upon the recommendation of the Board, resolve –
  - (a) That it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) That such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- ii. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards -
  - (a) Paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (b) Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions afore said;
  - (c) Partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
  - (d) The securities premium account and capital redemption reserve account or any other permitted reserve may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (e) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- iii. Whenever such a resolution as aforesaid shall have been passed, the Board shall –
  - (a) Make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
  - (b) Generally do all acts and things required to give effect thereto.
- iv. The Board shall have power –
  - (a) To make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
  - (b) To authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.
- v. Any agreement made under such authority shall be effective and binding on such members.

## **BUY-BACK OF SHARES**

54. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

## **GENERAL MEETINGS**

### **55. Extraordinary General Meeting**

All general meetings other than annual general meeting shall be called extraordinary general meeting.

56. Annual General Meeting

Subject to the provisions of the Act, the Company shall hold from time to time as provided by the Act in addition to any other meetings, a general meeting as its Annual General Meeting. The provisions of Section 96 of the Act shall apply to such Annual General Meeting.

57. Annual General Meeting when to be held

Every Annual General Meeting shall be called for a time during business hours and on such day (not being a national holiday) as the Directors may from time to time determine and it shall be held either at the Registered Office of the Company or at any place within the city, town or village in which the office of the Company for the time being is situated.

58. Calling of Extraordinary General Meeting on requisition

The board of directors shall on requisition of members in accordance with section 100 of the Act, forthwith proceed to call an Extraordinary General Meeting and the provisions of Section 100 of the Act, shall apply in respect of such meeting.

59. Notice of Meeting

Save as permitted under Section 101 of the Act, a General Meeting of the Company may be called by giving not less than such number of days' notice as specified in the Act or rule made thereunder, in writing or through electronic mode in such manner as may be specified in the Act or rule made thereunder.

### **PROCEEDINGS AT GENERAL MEETINGS**

60. Presence of quorum

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

61. Quorum for general meeting

The quorum for the general meetings shall be as provided in the Act.

62. Chairperson of the meetings

The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

63. Directors to elect a Chairperson

If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

64. Members to elect a Chairperson

If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

65. If quorum not present, meeting to be cancelled/adjourned

If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting if called upon at the requisition of members, shall stand cancelled. In any other case the meeting shall stand adjourned to the same day in the next week (not being a national holiday) at the same time and place, or to such other day and at such other time and place as the Board may determine.

66. Adjourned meeting to transact business

If at any adjourned meeting also, a quorum is not present within half an hour of the time appointed for holding the meeting the members present, whatever their number (not being less than two) shall be the quorum and shall have power to decide upon all the matters which could properly have been disposed of at the meeting for which the adjournment took place.

67. Business confined to election of chairperson whilst chair vacant  
No business shall be discussed at any General Meeting except the election of the Chairperson whilst the Chair is vacant. If a poll is demanded on the election of the Chairperson it shall be taken forthwith in accordance with the provisions of the Act and these Articles.
68. Casting vote of Chairperson at general meeting  
On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically, the Chairperson shall have a second or casting vote.
69. Time of taking poll
- A poll demanded for adjournment of the meeting or appointment of Chairperson of the meeting shall be taken forthwith.
  - A poll demanded on any question other than adjournment of the meeting or appointment of Chairperson shall be taken at such time, not being later than forty-eight hours from the time when the demand was made, as the Chairperson of the meeting may direct.
70. Other business may proceed notwithstanding demand of poll  
The demand of poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
71. Scrutinizers at poll
- Where a poll is to be taken the Chairperson of the meeting shall appoint one or more scrutinizer(s) to scrutinize the votes given on the poll and to report thereon to him/her.
  - The Chairperson shall have power, at any time before the result of the poll is declared, to remove a scrutinizer from office and to fill vacancies in the office of the scrutinizers arising from such removal or from any other cause.
72. Reports, Statements and register to be laid on table  
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, the proxy register with the proxies and the Register of Director's share holdings mentioned under Section 170 of the Act. The Auditors' Report shall be read before the members in such General Meeting and shall be open to inspection by any member of the Company.
73. Minutes of General and Board Meeting  
The Board shall cause minutes of all proceedings of every general meeting and of all proceedings of every meeting of the Board of Directors or of every committee of the board to be kept in accordance with section 118 of the Act.
74. Inspection of minute book of general meeting  
The books containing the minutes of the proceedings of general meetings of the Company shall be kept at the office of the Company and be open to the inspection of members on working days except Saturdays and Sundays between 11:00 a.m. to 1:00 p.m.

#### **ADJOURNMENT OF MEETING**

75. Chairperson may adjourn the meeting
- The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
  - No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
76. Notice of adjourned meeting
- When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

- ii. Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTING RIGHTS**

### **77. Entitlement to vote on show of hands and on poll**

Subject to any rights or restrictions for the time being attached to any class or classes of shares -

- i. On a show of hands, every member present in person shall have one vote; and
- ii. On a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

### **78. Voting through electronic means**

A member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and shall vote only once.

### **79. Vote of joint holders**

- i. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

### **80. Vote of members of unsound mind**

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 a poll, vote by proxy.

### **81. Votes in respect of shares of deceased or insolvent members, etc.**

Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 hours before the timing of holding the meeting or adjourned meeting, as the case may be, at which he/she proposes to vote, he/she shall duly satisfied the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

### **82. Business may proceed pending poll**

Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

### **83. Restrictions on voting rights**

No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

### **84. No objection can be raised to the qualification of voter**

- i. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### **85. Equal rights of members**

Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

## **PROXY**

86. Member may vote in person or otherwise

Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

87. Proxies when to be deposited

The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

88. Form of Proxy

An instrument appointing a proxy shall be in the form as prescribed in the Rules.

89. Validity of votes given by proxy notwithstanding death etc., of member

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 the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

90. Votes may be given by proxy

Subject to the provisions of the Act, and these articles, votes may be given either personally or by proxy or in the case of a body corporate by a representative duly authorised under Section 113 of the Act.

91. No voting by proxy on show of hands

No member not personally present shall be entitled to vote on a show of hands unless such member is a body corporate present by attorney or by representative duly authorised under section 113 of the Act in which case attorney or representative may vote on show of hands as if he/she were an individual member of the Company.

92. Custody of the instrument

Any instrument of appointment of proxy deposited as aforesaid shall remain permanently or for such time as the directors may determine in the custody of the Company.

## **BOARD OF DIRECTORS**

93. Board of Directors

Until otherwise determined by a General Meeting of the Company and subject to the provisions of the Act, the number of Directors shall not be less than three and not more than fifteen.

94. Independent Director

The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him/her in accordance with the provisions of the Act. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors.

95. Additional Director

Subject to the provisions of the Act, the Board of Directors shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.



96. Alternate Director

The Board of Directors of the Company may appoint an alternate Director to act for a Director (hereinafter called the “original director”) during his/her absence for a period of a not less than three months from India and such appointment shall have effect and such appointee whilst he/she holds office as an Alternate Director shall be entitled to notice of meetings of the Directors and to attend and to vote there at accordingly. An alternate Director appointed under this Article shall not hold office as such for a period longer than permissible to the original Director in whose place he/she has been appointed and shall vacate office if and when the original Director returns to India. If the terms of office of the Original Directors is determined before he/she so returns to India, any provisions in the Act or these Articles for the automatic reappointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

97. Casual Vacancy

Subject to the provisions of the Act, if the office of a Director appointed by the Company in general meeting is vacated before his/her terms of office will expire in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board and the person so appointed shall hold office upto the date which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid.

98. Nominee Director

The Board may appoint any person as a director nominated by any financial institution, bank, corporation or any other statutory body, or if the Company has entered into any obligation with any such institution, bank, corporation or body in relation to any financial assistance by way of loan advanced to the Company or guarantee or given of any loan borrowed or liability incurred by the Company or so long as the Company is indebted. Such Nominee Director/s shall not be required to hold any share qualification in the Company, and such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, 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.

99. Remuneration to Directors

- i. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- ii. The remuneration payable to the Directors, including any Managing Director or Whole-time Director or Manager, if any, shall be determined in accordance with and subject to the provisions of the Act.
- iii. Every Director shall be paid a sitting fee not exceeding the limits prescribed in the Act for each meeting of the Board of Directors or of any committee thereof attended by him/her and shall be paid in addition thereto all travelling, hotel and other expenses properly incurred by him in attending and returning from the meetings of the Board of Directors or any committee thereof or General Meeting of the Company or in connection with the business of the Company to and from any place.

100. Foreign Register of Members and form

The Company may keep foreign register of members and form pursuant to the exercise of the powers conferred on it by Section 88 of the Act and the Board may, subject to the provisions of the Act, make and vary regulations as it may think fit in respect of keeping any of such register.

101. Authorise signing of receipts, cheques, etc.

All cheques, promissory notes, drafts, hundis, bills of exchange, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

## 102. Resignation of Directors

Subject to the provisions of the Act a Director may at any time resign from his/her office by giving notice in writing to the Company of his intention so to do, and thereupon his office shall be vacated.

## 103. Rotation of Directors

- i. Not less than two-thirds of the total number of Directors of the Company shall:
  - (a) Be persons whose period of office is liable to determination by retirement of Directors by rotation; and
  - (b) Save as otherwise expressly provided in the said Act; be appointed by the Company in General Meeting.

Explanation: - for the purposes of this Article “total number of Directors” shall not include Independent Directors appointed on the Board of the Company.

- ii. Subject to the provisions of the Act, at the Annual General Meeting of the Company, one third of the Directors for the time being liable to retire by rotation and if their number is not three or a multiple of three then the number nearest thereto shall retire from the office. The Directors to retire at such Annual General Meeting shall be the Directors who shall have been longest in office since their last election. As between Directors who became Directors on the same day those to retire shall (in default of agreement between them) be determined by lot. For the purpose of this Article, a Director appointed to fill a vacancy under the provisions of the Articles shall be deemed to have been in office since the date on which the Director, in whose place he/she has been appointed was last elected as a Director.
- iii. At the annual general meeting at which a director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring director or some other person thereto.
- iv. 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 National Holiday, till the next succeeding day which is not a holiday, at the same time and place.
- v. 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 the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless:-
  - (a) At the meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
  - (b) The retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
  - (c) He is not qualified or is disqualified for appointment;
  - (d) A resolution, whether special or ordinary, is required for his appointment or reappointment by virtue of any provisions of the said Act.
- vi. Unless otherwise mentioned in their terms of appointment, the Whole-time Directors shall not be liable to retire by rotation.

## **POWERS OF THE BOARD**

## 104. General powers of the Company vested in Board

The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the Memorandum of Association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the Memorandum of Association and these Articles or the Act, not being inconsistent with the Memorandum of Association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall



invalidate any prior act of the Board which would have been valid if such regulation had not been made.

105. Specific powers of the Board

Without prejudice to the general powers conferred by the preceding Article and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article and applicable provisions of the Act, the Directors shall have following powers, that is to say the power:

- i. To make calls on shareholders in respect of money unpaid on their shares;
- ii. To authorise buy-back of securities under section 68;
- iii. To issue securities, including debentures, whether in or outside India;
- iv. To borrow monies;
- v. To invest the funds of the company;
- vi. To grant loans or give guarantee or provide security in respect of loans;
- vii. To approve financial statement and the Board's report;
- viii. To diversify the business of the company;
- ix. To approve amalgamation, merger or reconstruction;
- x. To take over a company or acquire a controlling or substantial stake in another company;
- xi. To make gifts of money, securities, assets and properties of any kind to subsidiaries, members and others as well as to accept gifts, bequests and donations from members, subsidiaries, holding companies and others of money, securities, assets and properties of any kind and may authorize any other person or persons to exercise such powers;
- xii. To make political contribution.

106. Powers to delegate

Subject to the provisions of Section 179 of the Act and other provisions of the Act and rules there under, the Board may delegate from time to time and at any time to committee formed out of the Directors any of its powers, authorities, and discretion for the time being vested in the Board and any such delegations may be made on such terms and subject to such conditions as the Board may think fit.

107. Borrowings Powers of the Board

Subject to restrictions provided in the Act, the Directors may, from time to time at their discretion to accept deposits from members of the Company either in advance on calls or otherwise and generally to raise or borrow or secure the repayment of any sum of money for the purpose of the Company. Any such moneys may be secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and in particular in pursuance of a resolution passed at a meeting of the Board by issue of bonds, debentures or debentures stock of the Company, charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and the debentures and the debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

108. Restrictions on powers of Board

The Board of Directors shall not, except with the consent of the Company in general meeting, 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) in excess of the borrowing limits as specified in the Act.

Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company, shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

## **MANAGING DIRECTOR / WHOLE-TIME DIRECTOR**

### **109. Board may appoint Managing Director or Whole-time Director**

Subject to the provisions of the Act and these Articles, the Directors shall have power to appoint from time to time one or more of their body to be Managing Director or Managing Directors or Whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company and from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

Provided that an individual can be appointed or reappointed or continue as Chairperson of the Company as well as Managing Director or Chief Executive Officer of the Company at the same time.

### **110. Applicability of the provisions to Managing Director or Whole-time Director**

Subject to the provisions of the Act and of these articles, a Managing Director or a Whole-time Director shall, may while he/she continues, to hold that office be subject to the same provision as to resignation and removal as the other Directors of the Company and he/she shall ipso-facto and immediately cease to be a Managing Director or Whole-time Director if he/she ceases to hold the office of Director.

### **111. Remuneration of Managing Director or Whole-time Director**

Subject to the provisions of the Act and to the approval of the Company in general meeting, the remuneration of a Managing Director or Whole-time Director shall from time to time be fixed by the Board by way of fixed salary, performance pay, commission on profits of the Company, by participation in any such profits or by any or all of those modes.

### **112. Powers and duties of Managing Director or Whole-time Director**

Subject to the superintendence, control and direction of the board of Directors, the day to day management of the Company may be entrusted to the Director or Directors appointed under the Articles with power to the board to distribute such day to day functions among such Directors, if more than one, in any manner as directed by the board. The board may from time to time, entrust to and confer upon a Managing director or whole-time director for the time being, save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit and may confer such power for such time and to be exercised for such objects and purposes and upon such terms and conditions with such restrictions as they think expedient and they may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **PROCEEDINGS OF THE BOARD**

### **113. Meeting of the Directors**

The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

### **114. Who may summon Board meeting**

The Chairperson or any Director with the previous consent of the Chairperson may, on the direction of the Chairperson may, or the Company Secretary, at any time, summon a meeting of the Board.

### **115. Quorum**

The quorum for a Board meeting shall be as provided in the Act.

### **116. Participation at Board meetings**

The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed under the Act.

### **117. Questions at Board meeting how decided**

Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

118. Casting vote

In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

119. Directors not to act when number falls below minimum

The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

120. Chairperson of the meetings

The Chairperson of the Company shall be the Chairpersons at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

121. Directors to elect a Chairperson

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their numbers to be Chairperson of the meeting.

122. Delegation of powers

The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

123. Committee to conform to Board Regulations

Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

124. Participation at Committee meetings

The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed under the Act.

125. Chairperson of Committee

A committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

126. Who to preside at meetings of Committee

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

127. Committee to meet

A committee may meet and adjourn as it thinks fit.

128. Questions at Committee meeting how decided

Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

129. Casting vote of Chairperson at Committee Meeting

In case of an equality of votes, the Chairperson shall have a second or casting vote.

130. Acts of Board or Committee valid notwithstanding defect of appointment

All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

131. Passing of resolution by circulation

Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY  
OR CHIEF FINANCIAL OFFICER**

132. Subject to the provisions of the Act,—

- i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board.
- ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

133. A provision of the Act or these Articles requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

**COMMON SEAL**

134. The Directors shall provide a common seal for the purpose of the Company and shall have the power from time to time to destroy the same and substitute a new seal in lieu thereof and 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 a resolution of Directors or committee of the Board authorised by it in that behalf. Every deed or other instrument to which seal of the Company is required to be affixed, shall unless the same is executed by duly constituted attorney of the Company, be signed by anyone of the officials authorized by the Board for the purpose, provided that the certificates of shares or debentures may be sealed and signed in the manner and in conformity with the provisions of the Act and rules made thereunder.

**DIVIDENDS AND RESERVE**

135. Company in General Meeting may declare a dividend

The Company in general meeting may declare dividends, but no dividends shall exceeds the amount recommended by the Board. However, the Company may declare a smaller dividends in the general meeting.

136. Interim Dividend

Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

137. Establish reserve funds

- i. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.
- ii. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

138. Dividend in proportion to

- i. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- ii. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
- iii. 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.

139. Amount payable

The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

140. Dividend how remitted

- i. Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- ii. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- iii. The Company shall not be liable for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereof, by the forged endorsement of a cheque or warrant or the fraudulent recovery thereof by any other means.
- iv. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

141. Notice of dividend to be given

Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

142. No dividend shall bear interest against the company.

143. The waiver in whole or part of any dividend on any share by any document (whether or not under seal) shall be effective only if such documents is signed by the member (or the person entitled to the share in consequences of the death or bankruptcy of the holder) and delivered to the Company and if extent that the same is accepted as such and acted upon by the Board.

## **REGISTERS AND DOCUMENTS**

144. The Company shall keep and maintain Registers, Books and Documents required by the Companies Act, 2013 and the rules made thereunder (including any statutory modification or re-enactment thereof) to the extent applicable to the Company from time to time.

145. The Registers, Books and Documents as provided in the foregoing Article shall (a) subject to such restrictions as provided in the Companies Act, 2013 and the rules made thereunder (including any statutory modification or re-enactment thereof) and on payment of such fees as may be decided by the Board of Directors of the Company, be open to persons so authorized/entitled for inspection and extracts may be taken therefrom on working days except Saturdays and Sundays between 11.00 AM to 1.00 PM and (b) copy thereof may be

required by such persons who are entitled for the same and on payment of such fees as may be decided by the Board of Directors of the Company.

Provided that the fees (in case (a) or (b) above) so decided by the Board, in any case shall not exceed the maximum fees prescribed, in respect of inspection or copies thereof, as the case may be, for respective document/register, under the Companies Act, 2013 and rules made thereunder from time to time (including any statutory modification or re-enactment thereof).

146. The Company may charge from the shareholder, the fee in advance, equivalent to the estimated actual expenses of delivery of the documents, pursuant to any request made by the shareholder for delivery of such document to him, through a particular mode of service i.e. by post or by registered post or by speed post or by courier or by electronic or other mode; provided such request along with requisite fee has been duly received by the Company at least one week in advance of the dispatch of document by the Company.

### **ACCOUNTS AND AUDIT**

147. Books of accounts to be kept

The Company shall keep proper books of accounts as required by the Act in particular under Section 128 thereof.

148. Inspection by Directors

The books of accounts and books and papers of the Company or any of them shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the rules made thereunder.

149. Inspection by Members

The Board of Directors or any committee thereof, 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 and documents and registers of the Company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or books or documents or registers of the Company except as conferred by statute or authorised by the Directors or by the resolution of the Company in General Meeting.

150. Statement of accounts to be furnished to general meeting

Subject to Section 129 of the Act at every Annual General Meeting of the Company the Directors shall lay before the Company a Financial Statements for each financial year. The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act. Every account when audited and approved by a General Meeting shall be conclusive.

151. Accounts to be audited and appointment of auditors

Every financial statement that is required to be laid before the members of the Company shall be audited by one or more auditors to be appointed as hereinafter mentioned. The appointment, powers, rights, remuneration and duties of the auditors shall be regulated by Sections 139 to 146 and Section 148 of the Act.

### **WINDING UP**

152. Winding up when necessary will be done in accordance with the provisions of the Act.

### **INDEMNITY AND INSURANCE**

153. Directors and other officers right or indemnity

Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.



Subject to the provisions of the Act, every Director, Secretary and other officer or employee of the Company shall be indemnified by the Company against and it shall be the duty of directors to pay out of the Company all costs, losses and expenses (including travelling expenses) which any such director, secretary or officer or employee may incur or become liable to be reason of any contract entered into or act or deed done by him/her as such director, secretary or officer or employee or in any way in the discharge of duties.

154. Insurance

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

155. Directors and Officers not responsible for act of others

Subject to the provisions of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any Director or officers or for joining in any receipt or other act of conformity, or for any loss or expenses happening to the Company through insufficiency or deficiency of title of any property acquired by order of the Directors for or on behalf of the Company or for insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person, company, body corporate or corporation with whom any money, securities or effect shall be entrusted or deposited, or for any other loss or damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto unless the same happens through his/her wilful misconduct or neglect or dishonesty.

**SECRECY**

156. Subject to the provisions of law of land and the act, every manager, auditor trustee, member of a committee, officer servant, agent accountant or other persons employed in the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign, declaration, pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of account 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 to do so by the directors or by any court of law and except so far as may be necessary in order to comply with any of the provisions in these presents.

157. No member or other person (not being a Director) shall be entitles to visit or inspect any property or premises of the Company without the permission of the Board of Directors or Managing Director or to inquire discovery of 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 matter which related 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.

We, the undersigned several persons, whose names and addresses are hereunder subscribed respectively hereby apply for and agree to take the number of shares in the capital of the Alembic Chemical Works Company, Limited, (formed in accordance with the foregoing Memorandum and Articles of Association,) set opposite our respective names.

Dated this 29<sup>th</sup> day of July

1907

Names of Shareholders. શેર રાખનારના નામ.	Address. હામ કેડાણુ.	Number of Shares. શેરોની સંખ્યા.	Witness. સાક્ષી.
Shankar D. Kulkarni	11th May Road	Five	Raman D. Kulkarni
Chimanlal H. Lelwani	2 Bumpin Road	Twenty five	J. K. Lohan
M. D. Rajan	Kopri Castle Parel	Two	R. D. Rajan
H. B. Moolanekar	Loyee Castle Parel	Two	R. D. Amin
M. A. Govilkar	Parel	one	J. K. Rajan
A. D. Vathe	Mentur	Two	J. K. Rajan
Ramji P. Thagwan & Brothers.	Shank. Ine man street Market.	Two	H. B. Moolanekar
Prabhakar Govind Vaidya	c/o Bombay Banking Co. Ltd Girgaum Bombay	Two	Kopal Janardana

Total shares taken.



**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**

**ORIGINAL JURISDICTION**

In the matter of Companies Act, 1956

**AND**

In the matter of Alembic Chemical Works Co. Ltd.,

Company Petition No. 3 of 1967 connected with

COMPANY APPLICATION NO. 35 of 1966

Alembic Chemical Works Co. Ltd.,

Registered Office: Alembic Road,

Baroda-3.

PETITIONER

**Coram : Divan J.**

4<sup>th</sup> April, 1967

**ORDER ON PETITION**

The above petition coming on for hearing on 4<sup>th</sup> April, 1967 AND UPON READING the said Petition, the order dated 9<sup>th</sup> November, 1966 whereby the said Company was ordered to convene a meeting of the Equity and 6¼% Cumulative First Preference Share-holders of the above Company for the purpose of considering, and if thought fit, approving, with or without modification, the arrangement proposed to be made between the said Company and the Members of the Company, Gujarat Government Gazette dated 26<sup>th</sup> November, 1966, the Free Press Journal dated 26<sup>th</sup> November, 1966 and the Navbharat dated 26<sup>th</sup> November, 1966, each containing an advertisement of the said notice convening the said meeting, the report of the Chairman of the said meeting dated 31<sup>st</sup> December, 1966 as to the results of the said meeting AND UPON HEARING Shri C.C. Gandhi, Advocate for the said Company and it appearing from the Report that the proposed arrangement has been approved unanimously by Members present and voted in person or by Proxy. This Court doth hereby sanction the arrangement set forth in para 5 of the Petition herein and in the Schedule hereto and it is hereby declared that the same be binding on the Members of the above named Company and also on Alembic Distributors Limited, Bombay. AND THIS Court doth further order :-

- (a) That the parties to the arrangement or other persons interested shall be at liberty to apply to this court for and directions that may be necessary in regard to the working of the arrangement: and
- (b) That the said Company do file with the Registrar of Companies a certified copy of this order within 30 days from the date hereof.

# SCHEDULE

(Scheme of Arrangement as sanctioned by the Court)

SCHEME OF AMALGAMATION

OF

ALEMBIC DISTRIBUTORS LIMITED, BOMBAY

WITH

ALEMBIC CHEMICAL WORKS COMPANY LIMITED. BARODA

1. The Scheme set out hereinafter when sanctioned by the Honourable the High Court of Judicature at Bombay and the Honourable the High Court of Gujarat at Ahmedabad (Original Jurisdiction) will take effect from 1<sup>st</sup> January, 1967. The said date is hereinafter referred to as the "Appointed Day".

2. As from the appointed day the undertaking and business of Alembic

Distributors Limited (the Transferor Company) which is hereinafter for brevity's sake referred to as "Alembic Distributors", shall without further act or deed be deemed to be and is transferred to and vested in Alembic Chemical Works Co. Ltd., (The transferee Company) hereinafter called "Alembic Chemicals".

Explanation :- The undertaking of Alembic Distributors shall include all rights, powers, authorities and privileges and all property movable or immovable including Leases and tenancy rights and cash balances, reserves, revenues, balances and investments of Alembic Distributors as on 31-12-1966 and all other interests and rights in or a rising out of such properties as may belong to or be in possession, of Alembic Distributors immediately before the Appointed Day all books of accounts and documents relating thereto and also all debts and liabilities of Alembic Distributors as on 31-12-1966 and all other obligations of whatsoever kind then existing of Alembic Distributors including the rights, duties, obligations and liabilities under the Trust Deed dated 18<sup>th</sup> June, 1957 between Alembic Distributors and its employees in respects of the Gratuity Fund.

3. Out of the properties and assets taken over subject to the liability as per Clauses (1) and (2), hereof interim dividend for the year 1966 as may be recommended by the Board of Directors of Alembic Distributors be paid to the Members who are on register of members as on 30-11-1966 or such other date as may be decided.
4. That as from the Appointed Day all and singular the debts and liabilities and obligations including duties of Alembic Distributors under the Distributorship Agreement with Alembic Chemical commencing from the 1<sup>st</sup> of January, 1965 for a period of five years shall be without any further acts of deeds transferred to the Alembic Chemical pursuant to the Section 394 of the Act so as to become the debts, liabilities, obligations and duties of the Alembic Chemicals, and on the scheme being sanctioned neither Companies will have any right, claim, demand, each against the other for the unexpired period of the said Agreement and the said Agreement shall ipso facto lapse.
5. That all such actions, suits or proceedings, if any pending on the Appointed Day by or against Alembic Distributors the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of Alembic Distributors or of anything contained in this scheme but the said suit, appeal, proceedings may be continued, prosecuted and endorsed by or against Alembic Chemicals in the same manner and to the same extent as it would or might have been continued, prosecuted and endorsed by or against Alembic Distributors as if this Scheme had not been framed.
6. Alembic Chemicals will on the Scheme being effective take over all such employees of the Alembic Distributors as are willing to join the Alembic Chemicals as far as possible on the same terms on which they were employed by Alembic Distributors subject to Gratuity Fund Rules, and their services with Alembic Distributors prior to the scheme being effective will not be treated as having been broken for the purpose of provident Fund or Gratuity or for any other purposes as will be reckoned from all purposes from the date of the respective

appointment with Alembic Distributors.

7. Subject to other provisions contained in this Scheme all contracts, deeds, bonds, agreements, and other instruments of whatsoever nature to which Alembic Distributors are parties subsisting or having effect immediately before amalgamation shall be in as full force and effect against or in favour of Alembic Chemicals and may be enforced as fully and effectually as if instead of Alembic Distributors Alembic Chemicals had been a party thereto.
8. The transfer of properties and liabilities under Clauses (1) and (2) hereof and all continuance of proceedings by the Alembic Chemicals under Clause (5) hereof shall not effect any transaction or proceedings already concluded by Alembic Distributors on and after the Appointed Day to the end and intent that Alembic Chemicals accept and adopt all acts, deeds and things done and executed by Alembic Distributors in regard thereto as done and executed on behalf of itself and that as from the Appointed Day Alembic Distributors shall be deemed to have carried on and to be carrying on its business on behalf of Alembic Chemicals until such time as the Scheme become effective.
9. In Consideration of the transfers aforesaid as soon as may be after the Appointed Day Alembic Chemicals shall allot to every person (save and except to Alembic Chemicals who holds 1721 Equity shares) registered as shareholder in Alembic Distributors, one fully paid up equity share of ₹ 100/- each against one fully paid up equity share' of ₹ 100/- each of Alembic Distributors (joint share holder being deemed to be one person).
10. That such shares as aforesaid of the Alembic Chemicals shall be distributed amongst and allotted to the shareholders of the Alembic Distributors without any other or further application by any of them for allotment or otherwise in respect thereof.
11. That such shares of Alembic Chemicals to be so distributed amongst and allotted to the shareholders of the Alembic Distributors as aforesaid shall be treated in all respects and for all purposes as an increase in the amount of the share capital of the Alembic Chemicals by ₹ 12,27,900/-and not as income.
12. That such shares of the Alembic Chemicals to be so distributed amongst and allotted to the shareholders of the Alembic Distributors as aforesaid shall be entitled to participate with and rank for dividend out of the profits of the Alembic Chemicals as from 1-1-1967 and in all other respects pari passu with the fully paid up equity shares existing as on 1-1-1967 of the Alembic Chemicals.
13. That such shares of the Alembic Chemicals to be so distributed amongst and allotted to the shareholders of the Alembic Distributors as aforesaid shall be subject to the said terms and conditions as are contained in the Memorandum of Association of the Alembic Chemicals, and the rules and regulations of the Alembic Chemicals for the time being in force and, from the Appointed Day, shall be treated for all purposes and in all respects as part of the share capital of the Alembic Chemicals.
14. That the certificates of such shares of the Alembic Chemicals to be so distributed and allotted to the shareholders of Alembic Distributors shall be made ready for delivery within six months from the date of the surrender for cancellation of relative certificates of shares of Alembic Distributors held by them.
15. That the Board of Directors of Alembic Chemicals shall give all such consent and do and cause to be done all such acts, deeds and things, exercise all such powers and authorities and make all such arrangements of and incidental and in relation to the issue and allotment, including the terms thereof with power and authority to the Board in case of difficulty arising in respect thereof, to settle the same or otherwise. as in its discretion may seem expedient in the premises.
16. That upon the sanctioning of the Scheme but subject nevertheless to any formalities required to be complied with under the provisions of the Companies Act I of 1956 in that

behalf the Board of Directors of the Alembic Chemicals shall be constituted of the following Directors:

1. Shri R. B. Amin
2. Dr. K. T. Gajjar
3. Dr. Mangaldas J. Shah
4. Dr. Indubhai Bhailalbhai Amin
6. Shri Dinubhai Bhailalbhai Amin
7. Dr. Jayant K. Gajjar
8. Shri Pranlal J. Patel

17. That upon the same being accepted, approved and adopted by majority in number of shareholders of the Alembic Chemicals and Alembic Distributors as required by Section 391 of the Companies Act I of 1956 at their Extra-Ordinary General Meetings, the Alembic Chemicals and Alembic Distributors respectively shall apply to the Honourable High Court of Gujarat at Ahmedabad (original Jurisdiction) and High Court of Judicature at Bombay respectively under Section 391 read with Section 394 of the Companies Act I of 1956 for obtaining an order for the sanction thereof and for further and other orders and directions in the premises including the dissolution of Alembic Distributors without winding up.

Witness N. M. MIYABHOY Esqr, Chief Justice, High Court of Gujarat at Ahmedabad.

By the Court

sd/- R. L. Dave

Deputy Registrar (I)

This 29<sup>th</sup> day of April, 1967

sd/- K.K. Mehta,

29-4-1967

Sealer

This 29<sup>th</sup> day of April, 1967

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD  
ORIGINAL JURISDICTION

In the matter of Companies Act, 1956

AND

In the matter of Alembic Chemical Works Co. Ltd.

COMPANY PETITION NO. 3 of 1967

connected with

COMPANY APPLICATION NO. 35 of 1966

Alembic Chemical Works Co. Ltd.,  
Registered Office : Alembic Road,  
Baroda.

PETITIONER

**Coram : Divan J.**

4th April, 1967

**ORDER UNDER SECTION 394**

UPON the above petition coming on for hearing on 4<sup>th</sup> April, 1967 AND UPON READING the said petition, the order dated 9<sup>th</sup> November, 1966 whereby the said Company was ordered to convene a meeting of the Equity and 6¼% Cumulative First Preference Shareholders of the above Company for the purpose of considering, and if thought fit, approving, with or without modification, the arrangement proposed to be made between the said Company and the Members of the Company, Gujarat Government Gazette dated 26<sup>th</sup> November, 1966, The Free Press Journal dated 26<sup>th</sup> November, 1966 and the Navbharat dated 26<sup>th</sup> November, 1966 each containing an advertisement of the said notice convening the said meeting, the report of the Chairman of the said meeting dated 31<sup>st</sup> December, 1966 as to the result of the said meeting AND UPON READING the Free Press Journal dated 25<sup>th</sup> January, 1967 and the Navbharat Dated 20<sup>th</sup> January, 1967 each containing the advertisement of the above Petition, the Affidavit of Shri Manindra Krishna Benarji, the Under Secretary of the Company Law Board, New Delhi dated 15<sup>th</sup> February, 1967, the Affidavit in reply filed by Shri Deodatt Purshottamdas Patel on 13<sup>th</sup> day of March, 1967, the affidavit in rejoinder filed by Manindra Krishna Benarji on 28<sup>th</sup> day of March, 1967 AND UPON HEARING Shri C.C. Gandhi, advocate for the said Company;

THIS COURT DOTH ORDER

1. That all the property, rights and powers of the Transferor Company specified in the first and second parts of the Schedule 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 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 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 the Transferee Company to which they are entitled to under the said arrangement; and

5. That the Transferee Company will on such transfer take over all such employees of the Transferee Company as are willing to join the Transferor Company as far as possible on the same terms on which they were employed by the Transferor Company and their services with the Transferor Company prior to such taking over will not be treated as having been broken for the purpose of Provident Fund, or gratuity or for any other purpose and will be reckoned for all purposes from the date of respective appointment with the Transferor Company; and
6. That the Transferee Company do within thirty (30) days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, State of Gujarat at Ahmedabad and the Registrar of Companies, State of Maharashtra at Bombay, for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved and the Registrar of Companies, State of Maharashtra at Bombay shall forward all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferor Company to the Registrar of Companies, State of Gujarat, at Ahmedabad and the files relating to the Transferor and Transferee Companies shall be consolidated accordingly; and
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.

## **SCHEDULE**

### **PART - I**

Short description of the freehold property of the Transferor Company.

- (a) Land bearing Survey No. 277/C admeasuring about 350 Sq. Yds. situated at Alexandra Road, Opposite Sir Hind Club, Ambala Cant. Ambala with buildings thereon.
- (b) Blocks Nos. 1 and 13 situated at the 3<sup>rd</sup> Floor of the building at 7/ C Pitamber Lane, Mahim, Bombay-16 admeasuring above 4885 Sq. ft. under survey No. 816 and part of Survey No. 1/816 of Mahim Division Bombay.
- (c) The land bearing part of Municipal Khasra Plot No. 957 and Municipal holding Nos. 158 (new) 152 (old) 159 (new) 153(old) 160(new) and 164 (old) in Ward No. 2, Sheet No. 45, Circle No.9 in Mohalla Moharrampon, Sulimperi Ahra, Touzi No. 205 Old, at present Touzi No. 524 Thana Phulwari present Thana Kotwali, Thana No. 137, District Patna in the State of Bihar admeasuring about 1 Bigha.
- (d) The open plot of land in Municipal Ward No. 19 bearing Nazul sheet No. 6/b and Nazul Plot No. 5/4 admeasuring about 16767 Sq. ft. situated at near Jathar Peth Road, Akola.
- (e) The Part of the land bearing Municipal No. 41, Circle J-2 Chowkri Haveli, Shahar Garbi, Jaipur admeasuring about 1600 Sq. yds. situate at Near Gulab Niwas, Mahavir Marg, Jaipur.
- (f) The land of open plots Nos. 2, 3 and 4 in Non-Agricultural Revision Survey No. 807 admeasuring about 19,800 Sq. ft. situate at the corner where the road from Marathe Mills joins the road called Chakkar Sadak in the Municipal limits of Miraj Town, District South Satara.



## PART-II

Short description of all stocks, shares, debentures and other choses in action of the Transferor Company.

1. 12 year National Plan Savings Certificate of the face value of ₹ 3,770/- bearing the following

Distinctive Numbers	Face Value
F/O 450332	₹ 1,000-00
F/O 450333	₹ 1,000,00
D/Z 013673	₹ 100-00
D/1 710823-24	₹ 200-00
7373719-20	₹ 200-00
B /6 994860-63	₹ 270-00
D/1 228866	
C/O 666774-75	
B/6 994857-59	
F/1 140916	₹ 1,000-00

2. Government of India Loans of the face value of ₹ 8,700/- bearing the following distinctive Numbers.

Distinctive Numbers	Value
BY 1037	₹ 1,000-00
BY 006143	₹ 1,000-00
BY 006121	₹ 500-00
BY 005152	₹ 5,000-00
BY 006122	₹ 500-00
BY 006123	₹ 500-00
BY 005760	₹ 100-00
BY 005759	₹ 100-00

3. One Fully paid Equity Share of Ganesh Co-operative Housing Society Limited of ₹ 50/- bearing No. 11429.
4. Three Certificates of 4¼% Maharashtra State Development Loan 1976 of face value of ₹ 300/- bearing Nos. BY 002583, BY 002584 and BY 002585.
5. One Certificate of 5½% Madhya Pradesh State Development Loan 1978 of face value of ₹ 1,000/- bearing No. NG 003880.
6. 400 Equity shares of ₹ 100/- each of Light Publications Pvt. Ltd. of the face value of ₹ 40,000/- bearing Nos. 436 to 835.

Witness N.M. MIYABHOY Esqr. Chief Justice, High Court of Gujarat at Ahmedabad.

By the Court  
Sd/- R.L. Dave,  
Deputy Registrar (I)  
This 29<sup>th</sup> day of April, 1967.  
Sd/- K.K. Mehta.  
29-4-67.  
Sealer

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD.**

COMPANY PETITION No. 30 OF 1986,  
CONNECTED WITH  
COMPANY APPLICATION No. 231 OF 1985.

In the matter of the Companies Act, 1956

AND

In the matter of Alembic Chemical Works Co. Ltd.

Alembic Chemical Works Company Ltd.,  
a Company governed by the Companies  
Act, 1956 and having its Registered  
Office at Alembic Road, Baroda-390 003.

Petitioner

**BEFORE THE HON'BLE MR. JUSTICE D.C. GHEEWALA**

**DATED 12<sup>TH</sup> SEPTEMBER 1986.**

**ORDER UNDER SECTION 394.**

UPON the above Petition and Company Application No. 231 of 1985 coming on further hearing on 10<sup>th</sup> July 1986, 11<sup>th</sup> July 1986, 18<sup>th</sup> July 1986, 8<sup>th</sup> August 1986 and 14<sup>th</sup> August 1986 and upon reading the said Petition dated 6<sup>th</sup> February 1986, the order dated 6<sup>th</sup> December 1985 as modified by the Order dated 11<sup>th</sup> December 1985 whereby the said Company was ordered to convene separate meetings of Equity Shareholders, Preference Shareholders, Depositors, Trade Creditors, Debentureholders and Secured Creditors of the Petitioner Company for the purpose of considering and if thought fit, approving with or without modifications, the Scheme of Amalgamation proposed to be made between the Neomer Limited and Alembic Chemical Works Company Limited, Petitioner Company and annexed to the Affidavit dated 28<sup>th</sup> November 1985 of Shri R. M. Kapadia, filed on the 2<sup>nd</sup> day of December 1985, the public notices published in the newspaper INDIAN EXPRESS in its issue dated 23<sup>rd</sup> December 1985 and the notices in Gujarati Language in the Gujarati newspaper LOKSATTA in its issue dated 23<sup>rd</sup> December 1985 each containing the advertisements of the said notices of the said meetings directed to be held by the Order dated 6<sup>th</sup> December 1985 as modified by the Order dated 11<sup>th</sup> December 1985, the affidavit of Shri Ramanbhai B. Amin, Chairman appointed for the said meetings dated 31<sup>st</sup> December 1985 showing the publication and despatch of the notices convening the said meetings, the Report of the Chairman of the said meetings dated 31<sup>st</sup> January 1986 as to the results of the said meetings, the affidavit of Shri R.M. Kapadia dated 6<sup>th</sup> February 1986 and the Report of the Official Liquidator dated 10<sup>th</sup> April 1986 and upon hearing Shri G.N. Shah for the Petitioner and it appearing from the Report that the proposed Scheme of Amalgamation has been approved by 99.78% of the total votes cast by the equity shareholders present in person or by pro'xy in favour of the Scheme, 100% of the Preference Shareholders in favour, 99.1% in value of the Depositors Creditors in favour, 100% in value of Trade Creditors in favour, 100% in value of Debentureholders in favour and 100% in value of the Secured Creditors in favour of the Scheme of Amalgamation having a majority of not less than  $\frac{3}{4}$ th in value of the Creditors or Class of Creditors or Members present and attended the meetings either in person or by proxy. THIS COURT DOTH ORDER :-

1. That all the property, rights and powers of the Transferor Company specified in the first and second parts of 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 to 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 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 the Members of the Transferor Company the shares in the Transferee Company to which they are entitled under the said Compromise or Arrangement and
5. That the Transferor Company do within 30 days after the date of receipt 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 be dissolved and the Registrar of Companies shall place all documents relating to the Transferor 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 direction that may be necessary.

## **SCHEDULE**

### **Part-I**

All that piece or parcel of freehold lands or grounds situate, lying and being at Moje Panelav, Taluka : Halol, District: Panchmahals bearing Survey Nos. 82, 83 and 131 admeasuring about 10 acres and 19 gunthas, Survey No. 133 admeasuring about 3 acres and 27 gunthas, Survey No. 134 admeasuring about 3 acres and 24 gunthas, and Survey No. 121 admeasuring about 5 acres and 22 gunthas, and Survey No. 88 admeasuring about 4 acres and 38 gunthas, Survey No. 84, 119 and 120 admeasuring about 13 acres and 35 gunthas, Survey No. 79 /part admeasuring about 2 acres and 00 gunthas, Survey No. 138 admeasuring about 3 acres and 11 gunthas and Survey No. 87 admeasuring about 3 acres and 10 gunthas, aggregating to 50 acres and 26 gunthas together with the lands, buildings, structures, constructions etc. on the aforesaid lands.

### **Part-II**

7 years National Savings Certificates of the face value of ₹ 2,500/-

WITNESS PULIYANGUDI RAMAIYAPILLAI GOKULAKRISHNAN Esquire, Chief Justice aforesaid at Ahmedabad this 12<sup>th</sup> day of September One Thousand Nine Hundred and Eighty Six.

By the Order of Court  
sd/- (A.H. THAKAR)  
Joint Registrar,  
This 24<sup>th</sup> day of September, 1986.

Sealer  
This 24<sup>th</sup> day of September, 1986.

Drawn by

(Girish N. Shah)  
Advocate for the  
Petitioner.

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD.**

COMPANY PETITION No. 30 OF 1986,  
CONNECTED WITH  
COMPANY APPLICATION No. 231 OF 1985.

In the matter of the Companies Act, 1956

AND

In the matter of Alembic Chemical Works Co. Ltd.

Alembic Chemical Works Company Ltd.,  
a Company governed by the Companies  
Act, 1956 and having its Registered  
Office at Alembic Road, Baroda-390 003.

Petitioner

**BEFORE THE HON'BLE MR. JUSTICE D.C. GHEEWALA**

**DATED 12<sup>TH</sup> SEPTEMBER 1986.**

**ORDER ON PETITION**

UPON the above Petition and Company Application No. 231 of 1985 coming on further hearing on 10<sup>th</sup> July 1986, 11<sup>th</sup> July 1986, 18<sup>th</sup> July 1986, 8<sup>th</sup> August 1986 and 14<sup>th</sup> August 1986 and upon reading the said Petition dated 6<sup>th</sup> February 1986, the order dated 6<sup>th</sup> December 1985 as modified by the Order dated 11<sup>th</sup> December 1985 whereby the said Company was ordered to convene separate meetings of Equity Shareholders, Preference Shareholders, Depositors, Trade Creditors, Debenture holders and Secured Creditors of the Petitioner Company for the purpose of considering and if thought fit, approving with or without modifications, the Scheme of Amalgamation proposed to be made between the Neomer Limited and Alembic Chemical Works Company Limited, Petitioner Company and annexed to the affidavit dated 28<sup>th</sup> November 1985 of Shri R.M. Kapadia, filed on the 2<sup>nd</sup> day of December 1985, the public notices published in the newspaper INDIAN EXPRESS in its issue dated 23<sup>rd</sup> December 1985 and the notices in Gujarati Language in the Gujarati newspaper LOKSATTA in its issue dated 23<sup>rd</sup> December 1985 each containing the advertisements of the said notices of the said meetings directed to be held by the Order dated 6<sup>th</sup> December 1985 as modified by the Order dated 11<sup>th</sup> December 1985, the affidavit of Shri Ramanbhai B. Amin, Chairman appointed for the said meetings, dated 31<sup>st</sup> December 1985 showing the publication and despatch of the notices convening the said meetings, the Report of the Chairman of the said meetings dated 31<sup>st</sup> January 1986 as to the results of the said meetings, the affidavit of Shri R.M. Kapadia dated 6<sup>th</sup> February 1986 and the Report of the Official Liquidator dated 10<sup>th</sup> April 1986 and upon hearing Shri G.N. Shah for the Petitioner and it appearing from the Report that the proposed Scheme of Amalgamation has been approved by 99.79% of the total votes cast by the equity shareholders present in person or by proxy in favour of the Scheme, 100% of the Preference Shareholders in favour, 99.1% in value of the Depositors Creditors in favour, 100% in value of Trade Creditors in favour, 100% in value of Debenture holders in favour and 100% in value of the Secured Creditors in favour of the Scheme of Amalgamation having a majority of not less than 3/4<sup>th</sup> in value of the Creditors or Class of Creditors and of Members present and attended the meetings either in person or by proxy, THIS COURT DOTH hereby sanction the Scheme of Amalgamation set forth in paragraph 23 of the Petition herein and the Scheme hereto, and DOTH hereby declare the same to be binding on the Equity Shareholders, Preference Shareholders, Depositors, Trade Creditors, Debenture holders and Secured Creditors of the Company and also on the said Company and THIS COURT DOTH FURTHER ORDER:

That the Transferee Company Alembic Chemical Works Co. Ltd. shall not close down the undertaking of the Transferor Company Neomer Ltd. for a period of 10 years except in accordance with law.

That the Transferee Company Alembic Chemical Works Co. Ltd. shall not transfer any employee working with Alembic to the undertaking of Transferor Company Neomer Ltd. at Panelav.

That the parties to the Compromise or arrangement or other persons interested shall be at liberty to apply to this Court in the above matter for any direction that may be necessary in regard to the working of the compromise or arrangement.

That the said Company do file with the Registrar of Companies a certified copy of the Order within 30 days from the receipt of this order.

## **SCHEDULE**

### **SCHEME OF AMALGAMATION**

**OF**

**NEOMER LIMITED**, a Public Company Registered under the Companies Act, 1956 and having its Registered Office at Alembic Road, Baroda - 390 003.

(hereinafter referred to as "NEOMER")

**With**

**ALEMBIC CHEMICAL WORKS COMPANY LIMITED.**, a Public Company registered under the Companies Act, 1956 and having its Registered Office at Alembic Road, Baroda - 390 003 (hereinafter referred to as "ALEMBIC").

1. With effect from the 1<sup>st</sup> day of January 1983 (hereinafter called 'the appointed day') the entire business and undertaking of NEOMER including all its properties, moveable or immoveable and assets of whatsoever nature and kind such as industrial and other licences and quota rights, trade marks and other industrial property, leases, tenancy rights and all other interests, rights or powers of every kind, nature and description whatsoever (all of which undertaking, property, assets, rights and powers are hereinafter for brevity's sake referred to as 'the undertaking') shall, without any further act or deed, be and stand transferred to and vested in ALEMBIC pursuant to Section 391 and 394 of the Companies Act, 1956 PROVIDED ALWAYS that this Scheme shall not operate to :-
  - (a) enlarge the security for any loan, deposit or facility created by or available to NEOMER which shall vest in ALEMBIC by virtue of the amalgamation and ALEMBIC shall not be obliged to create any further or additional security therefor after the amalgamation has become effective or otherwise.
  - (b) the provisions, if any in any agreement or documents between NEOMER and anyone or more of the banks/financial institutions by which the concerned banks/financial institutions are entitled to convert any loan or financial assistance sanctioned by them to NEOMER into equity shares of NEOMER shall stand deleted.
2. Subject to the other provisions of this Scheme, with effect from the appointed day, all debts, liabilities, duties and obligations of NEOMER shall also be and stand transferred without further act or deed to ALEMBIC pursuant to Sections 391 and 394 of the said Act.
3. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature of which the undertaking of NEOMER is a party, subsisting or having effect immediately before this scheme becomes effective as hereinafter provided shall be in full force and effect against or in favour of ALEMBIC as the case may be and may be enforced as fully and effectually as if, instead of the undertaking of NEOMER as the case may be ALEMBIC had been a party thereto.
4. All legal proceedings by or against the undertaking of NEOMER PENDING ON the appointed day shall be continued and enforced by or against ALEMBIC as the case may be.
5. With effect from the appointed day NEOMER shall be deemed to have been carrying on and to be carrying on all business and activities in respect of the undertaking for and on

account of ALEMBIC until the undertaking becomes transferred to and vested in ALEMBIC as aforesaid by an Order or Orders of the High Court of Gujarat at Ahmedabad or otherwise in accordance with the terms of this scheme and until this Scheme finally takes effect in accordance with the terms hereof, and until then NEOMER shall carry on the business of the undertaking with proper prudence and shall not without the concurrence of ALEMBIC alienate, charge or otherwise deal with, during the pendency of this scheme, the 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 undertaking of NEOMER or losses arising or incurred by it after the appointed day in respect of its undertaking upto the date on which this scheme finally takes effect as hereinafter provided shall for all purposes be treated as the profits and losses of ALEMBIC, as the case may be.

6. (a) The authorised capital of NEOMER is ₹ 5,00,00,000 divided into 30,00,000 equity shares of ₹ 10/- each, and 20,00,000/- Unclassified shares of ₹ 10/- each. The issued and subscribed capital of NEOMER as on 31.5.1985 is ₹ 2,95,77,500 divided into 29,57,750 equity shares of ₹ 10/- each, fully paid up, and a sum of ₹ 1,42,875/- being the amount of forfeited shares, aggregating to ₹ 2,97,20,375/-.
- (b) The authorised capital of ALEMBIC is ₹ 8,00,00,000/- divided into 7,90,000/- equity shares of ₹ 100/- each and 10,000 Redeemable Cumulative Preference shares of ₹ 100/- each. The issued and subscribed capital of ALEMBIC as on 31.5.1985 is ₹ 3,46,92,000/- divided into 3,44,920 equity shares of ₹ 100/- each, fully paid up and 2,000 9% Redeemable Cumulative Preference shares of ₹ 100/- each, fully paid up. Of these shares, 12,786 equity shares fully paid were allotted pursuant to a contract without payment being received in cash, 74,667 equity shares were allotted as Bonus Shares by capitalisation from Share Premium Account and from Reserve, and the 2000 9% Redeemable Cumulative Preference Shares represent balance of 10,000 shares redeemable at par, in 10 equal annual instalments by drawing of lots from 1<sup>st</sup> January 1978.
7. With effect from the Appointed day the Capital Reserve of NEOMER shall become the Capital Reserve of ALEMBIC, to the end and intent that the book value of the assets of NEOMER on the appointed day shall be the values at which the said assets shall be transferred to and vested in ALEMBIC subject to the provisions of and in accordance with this scheme.
8. M/s. Dalal and Shah, Chartered Accountants are the statutory auditors of NEOMER. Consequent upon this scheme becoming effective, the said M/s. Dalal and Shah shall be appointed as Branch Auditors of ALEMBIC on such terms and conditions as may be mutually agreed upon by and between the said M/s. Dalal and Shah and the Board of Directors of ALEMBIC.
9. (a) In consideration of the transfer, ALEMBIC shall issue and allot equity shares at par, credited as fully paid up to members of NEOMER whose names are recorded in its Register of Members or to such of their respective heirs, executors, administrators or legal representatives or successors in title as may be recognised by the Board of Directors of Alembic on a date to be fixed by the Directors of Alembic in the following ratio viz. one equity share of the face value of ₹ 100/- of Alembic shall be issued and allotted at par, credited as fully paid up for every forty equity shares of the face value of ₹ 10/- each, of NEOMER to members of NEOMER or their heirs, executors, administrators or other legal representatives or their successors in title, as the case may be. Such shares of Alembic when allotted as aforesaid shall be deemed to have been allotted retrospectively as on 1<sup>st</sup> January, 1983, shall be eligible for dividend that Alembic may declare for the period commencing from 1<sup>st</sup> January 1983, and save as otherwise stated, such shares shall rank pari passu in all respects with the existing equity shares of Alembic.
- (b) No coupons/ certificate shall be issued in respect of fractional rights to which members of NEOMER may be entitled on issue and allotment of the shares of Alembic as aforesaid. The Directors of Alembic shall consolidate such fractional rights to which members of NEOMER may be entitled to on issue and allotment of the shares of Alembic as aforesaid and issue and allot shares in lieu thereof to a Director or an Officer



- of Alembic upon trust for being sold in the market and to pay to Alembic the net sale proceeds thereof and Alembic shall distribute such net sale proceeds to members of NEOMER or their heirs, executors, administrators or other legal representatives or their successors in title in the proportion in which they are entitled to such fractional rights.
- (c) Certificates of title to shares shall be sent by Alembic under registered post or delivered only on surrender and in exchange for share certificates held by members of NEOMER and where such share certificates cannot be so surrendered or exchanged for valid reasons, such procedure for delivery of certificates of title to shares of ALEMBIC shall be followed as may be laid down by the Board of Directors of ALEMBIC. Notice for surrender of share certificates of NEOMER will be issued on behalf of ALEMBIC soon after the amalgamation becomes effective.
  - (d) The Board of Directors of Alembic is hereby authorised to settle any question or difficulty that may arise with regard to the issue and allotment of the equity shares and distribution of the proceeds of sale aforesaid including any question or difficulty relating to any deceased or insolvent member or a member suffering from any disability, of NEOMER, in such manner as it shall determine in its absolute discretion.
10. On this Scheme finally taking effect as hereinafter provided all officers and employees of NEOMER shall be deemed to have become the officers and employees of Alembic with effect from the effective date and their employment by ALEMBIC shall be on the following terms and conditions :-
- (i) The terms and conditions of service applicable to such officers and employees of NEOMER shall not be less favourable than those applicable to them respectively prior to the effective date.
  - (ii) the service of such officers and employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or otherwise and for all purposes will be reckoned from the date of their respective appointments by NEOMER.
  - (iii) Alembic shall be liable to pay and shall pay to each of the said officers and employees such compensation in the event of retrenchment of any of them as they may be entitled to receive according to any agreement between them and NEOMER or between them and ALEMBIC as the case may be, or as may be required by any law for the time being in force, such compensation to be paid to each of them on the basis that his services has been continuous and has not been interrupted by virtue of the undertaking having been taken over by ALEMBIC under this Scheme.
11. NEOMER shall, with all reasonable despatch make applications under Section 391 and 394 of the said Act, to High Court of Gujarat at Ahmedabad for sanctioning this Scheme of Amalgamation and for dissolution of NEOMER without winding up. ALEMBIC shall also make applications to the High Court of Gujarat at Ahmedabad for sanctioning this Scheme of Amalgamation of NEOMER with ALEMBIC under the said provisions of law.
12. NEOMER (by its Directors) and ALEMBIC (by its Directors) may assent to any modification or amendments of this Scheme or of any conditions which the Court may deem fit to approve of or impose and are hereby authorised to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of an Order of the Court or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerned or connected therewith.
13. This Scheme is conditional on and subject to :-
- (i) approval of and agreement to this Scheme by the requisite majority of members of NEOMER and ALEMBIC.
  - (ii) Sanction by the High Court under Section 391 of the Companies Act, 1956 and to the necessary order or orders under Section 394 of the said Act, being obtained.
  - (iii) It being fully effective in accordance with sections 391 and 394 of the said Act.
  - (iv) Consent of Controller of Capital Issues for issue and allotment of equity shares under this Scheme.

- (v) Approval of the Specified Authority under Section 72-A of the Income-tax Act, 1961 and
  - (vi) All other sanctions and approvals as may be required by law in respect of this 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 of Orders shall be last obtained which shall be effective date for the purposes of this scheme.
15. In case this Scheme is not sanctioned by the High Court of Gujarat at Ahmedabad, or for any other reasons this Scheme cannot be implemented, this Scheme shall become null and void, and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme of Amalgamation.

WITNESS PULIYANGUDI RAMAIYAPILLAI GOKULAKRISHNAN Esquire, Chief Justice aforesaid at Ahmedabad this 12<sup>th</sup> day of September one Thousand Nine Hundred and Eighty Six.

By the Order of Court  
sd/- (A.H. THAKAR)  
Joint Registrar,  
This 24<sup>th</sup> day of September 1986.

Drawn by  
(Girish N. Shah)  
Advocate for the  
Petitioner.

Sealer  
This 24<sup>th</sup> day of September 1986.

**IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
IN THE MATTER OF COMPANIES ACT, 1956  
AND  
IN THE MATTER OF M/S. DARSHAK LTD.  
AND  
IN THE MATTER OF THE SCHEME OF ARRANGEMENT  
BETWEEN  
DARSHAK LIMITED  
AND  
ALEMBIC LIMITED  
COMPANY PETITION NO. 198/2001  
CONNECTED WITH  
COMPANY APPLICATION NO : 515/2001**

Darshak Limited,  
Bank of India Building,  
No. 11, Kempegowda Road,  
Bengalore-560 009.

Represented by its Director Sri. A.M. Kamdar..... Petitioner.

**BEFORE THE HONOURABLE Mr. JUSTICE H.L. DATTU**

Dated: 2<sup>nd</sup> July 2002

**Order under Section 394**

The above petition coming on for hearing on 02-07-2002, upon reading the said petition, the order dated: 01-08-2001 whereby the said petitioner company, was ordered to convene the meeting of secured and unsecured creditors and permitting to accept the voting through postal ballot as per Section 192A, read with clauses (a) & (b) of Sub-Section (1) of Section 642 of the Companies Act, 1956, of the share holders of the applicant company for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Arrangement proposed to be made between the applicant company and the company M/s. Alembic Limited and annexed to the affidavit dtd: 20-07-01, of Sri. A.M. Kamdar, Director of the applicant company filed on the 23<sup>rd</sup> day of July 2001 and the Indian Express, Bangalore & Gujarat editions and Kannada Prabha, Bangalore edition all dated: 12-08-01, each containing the advertisement of the said notice convening of the said meetings directed to be held by the said order dtd : 01-08-01, the affidavit dtd.: 25-08-01 of Sri. Haramanbhai T. Patel chairman appointed by this court filed on the 28<sup>th</sup> day of August 2001 and the affidavit dtd : 13-08-01 filed by Sri. Bhanuprakash appointed as Scrutinizer for postal ballot filed on the 14<sup>th</sup> day of August 2001 showing the publication & despatch of the notices convening the said meetings the reports of the Chairman of the said meetings dated 21<sup>st</sup> day of September 2001 as to the result of the said meetings, and upon hearing Sri. Chaitanaya Hegade, Advocate for the petitioner and Sri. G. Shanthappa, Additional Central Government Standing Counsel and it appearing from the reports that the proposed Scheme of Arrangement has been approved by requisite majority of the share holders and unanimously by the creditors. This Court doth hereby sanction the Scheme of Arrangement set forth in para 12 of the petition herein and in the Schedule-I hereto, and doth hereby declare the same to be binding on the creditors and share holders of the applicant/petitioner company and also on the companies M/s. Darshak Limited and M/s. Alembic Limited.

**THIS COURT DOTH ORDER**

- 1) That all the property, rights and powers of the transferor company specified in the first, second & third parts of the Schedule-II hereto 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 the transferor company do within 30 days after the date of the order cause a certified copy of this order to be delivered to the Registrar of Companies, Karnataka and Gujarat; and
- 3) 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-I**  
**SCHEME OF ARRANGEMENT (DE-MERGER)**  
**BETWEEN**  
**DARSHAK LIMITED**  
**AND**  
**ALEMBIC LIMITED**

**PRELIMINARY :-**

**1A. DEFINITIONS**

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

- 1.1 "The De-merged Company" means DARSHAK LIMITED(DL), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Bank of India Building, No. 11, Kempegowda Road, Bangalore - 560 009.
- 1.2 "The Resulting Company" means ALEMBIC LIMITED(AL), a Company incorporated under the Indian Companies Act, VI of 1882 and having its Registered Office at Alembic Road, Vadodara - 390 003.
- 1.3 "The Undertaking" means the Bulk Drug Division (BDD) the manufacturing unit of the De-merged Company situated at Village Panelav, Taluka Halol, Dist. Panchmahals, Gujarat.
- 1.4 "The Act" means Companies Act, 1956.
- 1.5 "The Appointed Date" means 1<sup>st</sup> day of April, 2000.
- 1.6 "The De-merged Company Shareholders" means the persons who are registered as the holders of the Equity Shares in the capital of the De-merged Company as on such date (after the effective date hereinafter defined) as the Board of Directors of the Resulting Company may determine.
- 1.7 "The Effective Date" means the day as specified in Clause 14(a) of this Scheme.

**IB. CAPITAL STRUCTURE OF BOTH COMPANIES**

**1.1 Capital Structure of DL**

The Capital Structure of De-merged Company as on 31<sup>st</sup> March, 2000 is as follows:

- |    |                             |  |           |
|----|-----------------------------|--|-----------|
| a) | Authorised Share Capital    | ₹ 4,00,00,000/- divided into Equity Shares of ₹ 10/- each. | 40,00,000 |
| b) | Issued & Subscribed Capital | ₹ 3,00,00,000 divided into Equity Shares of ₹ 10/- each.   | 30,00,000 |
| c) | Paid-up Share Capital       | ₹ 2,92,91,700 divided into Equity Shares of ₹ 10/- each.   | 29,29,170 |

**1.2 Capital Structure of AL**

The Capital Structure of Resulting Company as on 31<sup>st</sup> December, 2000 is as follows:

- |    |                             |   |                          |
|----|-----------------------------|---|--------------------------|
| a) | Authorised Share Capital    | ₹ 50,00,00,000/- divided into Equity Shares of ₹ 10/- each and Preference Shares of ₹ 100/- each. | 1,00,00,000<br>40,00,000 |
| b) | Issued & Subscribed Capital | ₹ 7,21,56,100 divided into Equity Shares of ₹ 10/- each.  | 72,15,610                |
| c) | Paid-up Share Capital       | ₹ 7,21,38,600 divided into Equity Shares of ₹ 10/- each.  | 72,13,860                |

**2. HIGHLIGHTS OF THE SCHEME**

- 2.1 Pursuant to this Scheme of Arrangement, the aforesaid undertaking namely, the bulk drug manufacturing unit situated at Village Panelav, Taluka Halol, Dist. Panchmahals, Gujarat, of the De-merged Company shall, w.e.f. 1<sup>st</sup> April, 2000 (the Appointed Date) and without any further act or deed, be deemed to have been transferred to and vested in the Resulting Company under Sections 391 to 394 of the Act in the manner that:

- i) All the property of the undertaking, being transferred by the De-merged Company, immediately before the de-merger, shall become the property of the Resulting Company by virtue of the de-merger.
- ii) All the liabilities relatable to the undertaking, being transferred by the De-merged Company immediately before the de-merger, shall become the liabilities of the Resulting Company by virtue of the de-merger.
- iii) The properties and liabilities of the undertaking being transferred by the De-merged Company shall be transferred to the Resulting Company at values appearing in the books of the De-merged Company immediately before the de-merger.
- iv) The transfer of the undertaking is on going concern basis including the stock-in-trade so as the Resulting Company shall be in a position to carry on the business which was being carried on in the said premises by the De-merged Company without interruption.
- v) Upon the transfer of the said undertaking of the De-merged Company pursuant to this Scheme and the arrangement becoming effective in terms of this Scheme, the consideration in respect of the transfer of the said undertaking shall subject to the provisions of this Scheme be paid and satisfied by the Resulting Company by issuing and allotting to the shareholders of the De-merged Company on proportionate basis, shares in the Resulting Company credited as fully paid up as per the applicable rules, regulations and guidelines of various authorities.
- vi) The shareholders holding not less than three-fourths in value of shares in the De-merged Company (other than shares already held therein immediately before the de-merger or by a nominee for the Resulting Company or, its subsidiary) shall become shareholders of the Resulting Company by virtue of this Scheme.

### **3. TRANSFER OF UNDERTAKING**

- 3.1 With effect from the appointed date all debts, liabilities, duties and obligations of every kind, nature and description relatable to (BDD) the said undertaking of the De-merged Company shall be and stand transferred or deemed to be transferred, without any further act or deed, pursuant to the said Section 394 of the Act so as to become the debts, liabilities, duties and obligations of the Resulting Company and 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, in order to give effect to the provisions of this Scheme.
- 3.2 Without prejudice to the generality of Clause 3.1 above, the undertaking of the De-merged Company shall mean and include, inter alia, all the relatable properties and assets including land and buildings, plant and machinery, current assets, cash and bank balances, stock-in-trade, work-in-progress, goodwill and other intangibles, investments, rights, titles, interests, powers, authorities, licenses, contracts and registrations of whatsoever nature including, without being limited to all patents, trade marks, trade names, know-how and other intellectual property rights of whatsoever nature and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorisations, right to use of telephone, telexes, fax machines, e-mail, internet, electricity connections, utilities and other services etc. (hereinafter collectively referred to as "the said assets") pertaining to the undertaking.
  - (a) It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the De-merged Company, and shall become the property of the Resulting Company in pursuance of the provisions of Section 394 of the Act.
  - (b) In respect of such of the said assets other than those referred to in sub para (a) above, the same shall, as more particularly provided in sub-clause 3.2 above, without any further act, instrument or deed, be transferred to and vested in

and/or be deemed to be transferred and vested in the Resulting Company on the appointed date pursuant to the provisions of Section 394 of the Act.

- 3.3 The transfer/vesting of the undertaking as aforesaid shall be subject to existing charges/hypothecation/mortgage /lien/ encumbrances (if any, as may be subsisting), of whatsoever nature and of whatsoever priority/preference, over or in respect of the assets of the said undertaking or any part thereof. However, that any reference in security documents or arrangements relating to the undertaking to which the De-merged Company is a party, to the said assets of the De-merged Company which it has offered or agreed to be offered as security for any financial assistance or obligation, to the secured creditors of the said undertaking of the De-merged Company, shall be construed as reference only to the assets pertaining to the said undertaking of the De-merged Company as are vested in the Resulting Company by virtue of this Scheme, to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend, to any of the asset or to any of the other units or divisions of the Resulting Company, unless specifically agreed to by the Resulting Company with such secured creditors and subject to the consent and approvals of the existing secured creditors of the Resulting Company.
- 3.4 The Resulting 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 De-merged Company relating to the said undertaking or in favour of any other party to any contract or arrangement to which the De-merged Company is a party or any writing as may be necessary to execute in order to give formal effect to the above provisions. The Resulting Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the De-merged Company as the case may be and to implement or carry out all such formalities or compliances as are required to be carried out or performed by the De-merged Company under any loan agreements or contracts or otherwise.

#### **4. CONDUCT OF BUSINESS BY DE-MERGED COMPANY TILL EFFECTIVE DATE**

From the appointed date until the effective date,

- (a) The De-merged Company shall carry on and shall be deemed to have carried on its business and activities and shall hold and shall stand possessed and shall be deemed to have held and stood possessed of all the assets of the said undertaking on account of and in trust for the Resulting Company and shall act and be entitled to be indemnified accordingly.
- (b) Subject to the provisions of this Scheme, all the profits or income accruing or arising to the De-merged Company or expenditures or losses incurred by it on account of the said undertaking shall for all purposes be treated and deemed to be the income, profit, loss or expenditure (as the case may be) of the Resulting Company.
- (c) The De-merged Company shall carry on the business activities of the undertaking with reasonable diligence, business prudence and the De-merged Company shall not without the written concurrence of the Resulting Company, alienate, charge or otherwise deal with any of the properties or assets of the said undertaking (except incurring necessary and reasonable expenses to carry on the day-to-day operations and manufacturing activities of the said undertaking and attending to its statutory obligations) or vary the terms and conditions of employment of its employees, if any.
- (d) During the pendency of the Scheme, the De-merged Company shall not, without the prior written permission of the Board of Directors of the Resulting Company, undertake or commence any new business in the said undertaking.

#### **5. LEGAL PROCEEDINGS**

All proceedings, (including all suits, appeals, revisions, petitions, references, applications or other proceedings of whatsoever nature) if any, by or against the De-merged Company relating to and in respect of the said undertaking (BDD), pending as on the appointed date in respect of any property, rights, assets, debts, liabilities, duties and obligations, if any,



thereof referred to in Clauses 3.1 & 3.2 hereinabove, shall be continued without being prejudicially affected by reason of transfer of assets and liabilities of the said undertaking of the De-merged Company, and enforced until the effective date by the De-merged Company as desired by the Resulting Company and as from the effective date, the same shall be continued and enforced by or against the Resulting Company, as the case may be.

**6. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

Subject to the other provisions of the Scheme, all lawful contracts, duties, bonds, agreements and other instruments of whatever nature in respect of the said undertaking to which the De-merged Company is a party subsisting or having effect immediately before the de-merger, shall be in full force and effect against or in favour of the Resulting Company, and may be enforced as fully and as effectively as if instead of the De-merged Company the Resulting Company had been a party thereto.

**7. ACCOUNTING TREATMENT OF ASSETS, LIABILITIES & RESERVES OF DE-MERGED COMPANY**

- (i) For the purpose of this Scheme, the relatable assets and liabilities of BDD, the said undertaking of the De-merged Company shall be the values as appearing in the books of the De-merged Company immediately before the de-merger, as certified by the Statutory Auditors of the De-merged Company as detailed in Schedule-I.
- (ii) Upon this Scheme becoming effective, the liabilities of the De-merged Company in respect of and relating to BDD, the said undertaking shall be paid and discharged by the Resulting Company in accordance with the terms of borrowing of the said moneys and the security, if any, given to the creditors of the De-merged Company over any of the assets of the said undertaking, shall continue to enure to the benefit of the creditors in the same manner and to the same extent as if the scheme had not been implemented.
- (iii) The difference in the value of the net assets of the undertaking transferred by the De-merged Company as on 31-03-2000 (the date immediately preceding the transfer date) and the consideration value determined pursuant to this Scheme, if any, shall be accounted for in the books of the Resulting Company by adjusting the same against the general reserves of the Resulting Company.

**8. ISSUE OF SHARES BY THE RESULTING COMPANY**

- a) Upon the transfer of BDD, the said undertaking of the De-merged Company pursuant to this Scheme and the arrangement becoming effective in terms of this Scheme, the Resulting Company shall issue and allot in its capital at par, credited as paid up to the extent indicated below, to all the Members of the De-merged Company whose names appear in the Register of Members on the date to be fixed by the Directors of the Resulting Company or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Resulting Company and approved by them to be placed on its register of members in the following proportion viz:-

6 (Six) Equity Shares of ₹ 10/- each credited as fully paid up of the Resulting Company i.e. (AL) shall be issued and allotted at par against 100 (One Hundred) Equity Shares of ₹ 10/- each to the Shareholders of the De-merged Company (DL), whose names are recorded in its Register of Members, or their heirs, executors, administrators or other legal representatives or their successors in title as the case may be, on a date (Record Date) to be fixed by the Board of Directors of the Resulting Company for Equity Shares held by the said Shareholders in the De-merged Company.
- b) The said Equity Shares in the Resulting Company to be issued to the shareholders of the De-merged company shall rank pari passu in all respects with existing equity shares of the Resulting Company except that they shall be entitled to dividend if any, declared by the Resulting Company in the year in which they are issued and allotted only on pro-rata basis from the date on which they are allotted.
- c) The fractions arising due to the above Exchange Ratio shall be treated as under:

No fractional certificates shall be issued by the Resulting Company in respect of the fractional entitlements, if any, to which the members of the De-merged Company

may be entitled on issue or allotment of the shares by the Resulting Company as aforesaid. The directors of the Resulting Company shall instead consolidate all such fractional entitlements and allot shares in lieu thereof to a Director or an Authorised Officer of the Resulting Company with the express understanding that such Director or the Officer shall sell the same at the best available price in one or more lots and by private sale / placement or by auction as deemed fit (the decision of such Director or the Officer as the case may be as to the timing and method of the sale and the price at which such sale has been given effect to shall be final) and pay the sale proceeds to the Resulting Company. The net sale proceeds thereupon, shall be distributed among the members of the De-merged Company in proportion of their fractional entitlements by the Resulting Company.

- d) For the purpose as aforesaid, the Resulting Company shall, if and to the extent required, apply for and obtain any approvals including that of the SEBI, Reserve Bank of India . and other concerned authorities, for the issue and allotment by the Resulting Company to the respective Members of the De-merged Company, the Equity Shares in the said reorganised share capital of the Resulting Company in the ratio as aforesaid.
- e) The Equity Shares of the Resulting Company issued in terms of the Clause 8. a) above shall be listed and/or admitted to trading on the relevant Stock exchange/s, whether in India or abroad, where the equity shares of the Resulting Company or the De-merged Company are listed and/or admitted to trading. The Resulting Company shall enter in such arrangement and issue such confirmation and/or undertakings as may be necessary in accordance with the applicable laws or regulations, for the above purpose. But on such formalities being fulfilled all such stock exchanges shall list and/or admit the said new shares also for the purpose of trading.
- f) The Resulting Company shall not issue any shares against the shares held by it in the De-merged Company.

#### **9. DE-MERGED COMPANY'S STAFF, WORKMEN AND EMPLOYEES**

All employees of BDD, the said undertaking of the De-merged Company on the effective date in terms of the Scheme shall become the employees of the Resulting Company and their services shall be deemed to have continued without interruption by the vesting of the assets and liabilities of the undertaking to the Resulting Company under the Scheme and the terms and conditions of service applicable to them on the effective date, as aforesaid, will continue to govern them as employees of the Resulting Company.

#### **10. OPERATIONS OF THE DE-MERGED COMPANY**

The De-merged company shall not stand dissolved or wound up by virtue of or upon the sanction of the scheme by the competent courts under Section 394 of the Act and shall continue with its business as a going concern, for the remaining undertaking and business as may be existing /subsisting at that moment of time.

#### **11. APPLICATIONS TO HIGH COURT**

The De-merged Company and the Resulting Company shall with all reasonable despatch, make applications to the competent courts viz. High Court of Karnataka for the De-merged Company and to the High Court of Gujarat for the Resulting Company for sanctioning the Scheme of Arrangement under Section 391 of the Companies Act, 1956 and for an order under Section 394 of the Companies Act, 1956 and for carrying the Scheme into effect.

#### **12. MODIFICATIONS/AMENDMENTS TO THE SCHEME**

For the purpose of giving effect to this Scheme, the Board of Directors of the De-merged Company, and the Board of Directors of the Resulting Company, shall be entitled to give such directions as may be deemed necessary or desirable by them to settle any questions of doubt or difficulty of whatsoever nature.

The respective Board of Directors of the De-merged Company and Resulting Company may consent to any modifications or amendments of this Scheme which may either be required by the courts or any other authority or which in the exercise of the discretion by such directors may be considered necessary, desirable or appropriate by them in the best interest of the shareholders.

### **13. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

This Scheme is conditional upon and subject to the following provisions-

- a) to the approval of and agreement to the Scheme by the requisite majorities of such classes of shareholders and creditors of the De-merged Company and the Resulting Company as may be directed by the High Courts of Judicature on the applications made for directions under Section 391 of the Act, for calling meeting and/or necessary resolutions being passed under the Act for the purpose.
- b) The sanction of the Scheme by respective High Courts of Judicature and to the necessary order or orders being obtained under Section 391, 394 and other applicable provisions of the Companies Act, 1956 by the De-merged Company and the Resulting Company.
- c) The approvals, sanctions and permissions, if any, of the other concerned authorities as may be required.
- d) The De-merged Company and/or the Resulting Company shall obtain such other Consent or approval as may be required under any statute or contract not specifically referred to in this Scheme.

### **14. MISCELLANEOUS**

- a) The Scheme, although operative from the appointed date, shall take effect upon and from the date on which the last of the confirmation, sanctions and approvals or orders are finally obtained and the certified copies of the order(s) of the competent courts under Section 394 of the Companies Act, 1956 are filed with the respective Registrar of Companies, which date shall be the effective date for the purpose of the Scheme. Provided, however, that in the event of the aforesaid sanctions, approvals, or orders, for any reason not being obtained on or before 30.06.2002 or within such further period or periods as may be mutually agreed upon between the De-merged Company and the Resulting Company, through their respective Board of Directors, this Scheme shall become null and void and in that event no rights and liabilities shall accrue to or be incurred inter-se by the parties in terms of this Scheme and both the parties will be absolved from the effect of any action/inaction taken by them in response of the Scheme.
- b) Till the event of this Scheme being effective both the De-merged Company and the Resulting Company shall continue to hold their Annual General Meeting and other meetings in accordance with the relevant laws and shall continue to comply with all their statutory obligations in the same manner, as if this scheme is not existing.
- c) All costs, charges and expenses in relation to or in connection with this Scheme and its implementation and of carrying out and completing the terms and provisions of this Scheme and of and incidental to completion of the arrangement under this Scheme, if identifiable with respective companies shall be borne and paid by the respective Company and if common and non-identifiable with respective companies shall be borne and paid in equal i.e. 50:50 proportion by the respective companies.

**SCHEDULE-I**  
**DARSHAK LIMITED**  
**STATEMENT OF ASSETS & LIABILITIES OF BULK DRUG MANUFACTURING UNIT OF**  
**DARSHAK LIMITED TO BE TRANSFERRED**  
**TO AND TO BE MERGED WITH ALEMBIC LIMITED**  
**(AS ON 01/04/2000 - THE APPOINTED DATE)**

PARTICULARS	AMOUNT (₹)			
<b>I. SOURCES OF FUNDS:</b>				
Loan Funds:				
Secured Loans				3,13,03,266
Unsecured Loans				3,07,62,544
Division Accounts				10,27,04,918
<b>Total</b>				<b>16,47,70,728</b>
<b>II. APPLICATION OF FUNDS :</b>				
<b>Fixed Assets</b>	<b>Gross Block</b>	<b>Accumulated Depreciation</b>	<b>Net Block</b>	
	₹	₹	₹	
Land	3,89,874		3,89,874	
Building	4,37,00,989	44,89,595	3,92,11,394	
Plant & Machinery	12,90,53,591	1,50,48,449	11,40,05,142	
Others	38,12,232	8,30,297	29,81,935	
<b>Total</b>	17,69,56,686	2,03,68,341	15,65,88,345	15,65,88,345
Investments				41,406
Current Assets, Loans & Advances:				
Inventories				2,00,56,422
Sundry Debtors				44,98,664
Cash & Bank Balance				41,91,731
Loans & Advances				2,20,13,820
				<b>5,07,60,637</b>
<b>Less : Current Liabilities &amp; Provisions</b>				
Current liabilities				9,98,84,670
Provisions				-
				<b>9,98,84,670</b>
Net Current Assets				<b>(4,91,24,033)</b>
Miscellaneous Expenditure (to the extent not written off)				-
Profit & Loss Nc debit balance				5,72,65,010
<b>Total</b>				<b>16,47,70,728</b>

## SCHEDULE-II

### PART-I

Short description of the Free hold property of the undertaking, of the transferor Company :-

#### A. Details of Land :

Address: Village Panelav, Tal: Halol, Dist Panchmahal, Gujarat State

Survey No.	Area (acre & gunthe)
119	3.26
120	4.12
121	5.22

#### B1. Details of Building:

Factory building, utility building situated on survey no. 119, 120, 121 at Village Panelav, Tal Halol, Dist. Panchmahal, Gujarat State.

#### B2. Details of Residential Accommodation:

Address : Mansarovar, Opp. Garden, Halol Vadodara Road, Tal Halol, Dist Panchmahal, Gujarat.

The details of flats are specified hereunder:

Flat No.	Area in Sq. Meter	Particulars
45	66-05-41	Third Floor
28	66-05-41	Second Floor
58	63-91-72	Third Floor
38	63-91-72	Second Floor
55	63-91-72	Third Floor
23	66-05-41	Second Floor
60	60-10-83	Third Floor
8	66-05-41	First Floor
46	63-94	Third Floor
29	69-88	First Floor
26	63-94	Second Floor
6	63-94	First Floor
47	63-94	Third Floor
9	69-88	First Floor
30	60-13	Second Floor
37	66-05-41	Second Floor

#### C. Details of Plant and Machinery :

Plant and machinery including Air Compressors, Steam Generation System, Water storage tanks, Soft water tanks, Cooling water pumps, Waste Water Pumps, Under ground tank, Over head tank, Air receiver, Chilled water plant, Brine Plant, Wastering Vacuum plant, Oilring high vacuum pump, Hot themicfluid system, Thermopac, Various reactors, Fire fighting system, Air Tray Dryer, Fluid Bad Dryer, Multi MILL, Layers separation tank, and such other Plant & Machineries situated at Village Panelav, Tal Halol, Dist Panchmahal. Gujarat State.

#### D. Details of Furniture and fixtures:

Computers, other furniture and fixtures like locker, tablets, chairs, cupboard, file cabinets, computer tables, round tables, ceiling fans, wall mounted fans, pedestal fan, A.C., telephone Instruments, fax machine, other office equipments placed at the factory/plant situated at Village Panelav, Tal Halol, Dist Panchmahal, Gujarat, and placed at the Baroda Office situated at Mezzanine floor, Admin Building, Alembic Ltd., Vadodara-390 003.

## Part-II

Short description of the leasehold property of the transferor company: **NIL**

## PART-III

Short description of all stocks, shares, debentures and other changes / hypothecations :

Investment Particulars	Amount ₹
100 EQUITY SHARES OF J.K. PHARMA LTD.	760.00
100 EQUITY SHARES OF KREBS BIOCHEM	15050.00
100 EQUITY SHARES OF NEULAND LAB LTD.	13000.00
100 EQUITY SHARES OF TORRENT GUJ BIOTECH LTD.	1596.25
NATIONAL SAVING CERTIFICATE	1000.00
SARSWAT CO. OP. BANK LTD.	10000.00

### Note :

Change-Hypothecation charge on all movable Plant and Machineries of the undertaking in favour of Pragati Sahakari Bank Ltd., Alembic Colony, Vadodara - 390 003, Gujarat State against the Banks loan of ₹ 300 Lacs.

Dated this the 24<sup>th</sup> day of August 2002

(By the court)

Sd/-

Assistant Registrar

High Court of Karnataka,  
Bangalore



**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD  
(ORIGINAL JURISDICTION)  
COMPANY PETITION NO. 199 OF 2001  
CONNECTED WITH  
COMPANY APPLICATION NO. 213 OF 2001**

In the matter of : **Alembic Limited**  
a Company registered under the Companies Act,  
1956 and having its registered office at Alembic  
Road, Vadodara 390 003 in the State of Gujarat.

**Alembic Limited**

a Company registered under the Companies Act. 1956 and  
having its registered office at Alembic  
Road, Vadodara 390 003 in the State of Gujarat.....Petitioner

**BEFORE HONOURABLE Mr. JUSTICE M.S. Shah**

Date: 15<sup>th</sup> February 2002

**Order on Petition**

The above petition coming on for hearing on 15<sup>th</sup> February 2002, upon reading the said petition, the order dated 9.8.2001 in the Company Application No. 213 of 2001 whereby the said company was ordered to obtain the approval of its shareholders by postal ballots and to convene two separate meetings for its secured and unsecured creditors, 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 and creditors in the nature of De-merger and transfer of the Bulk Drugs Manufacturing unit of 'Darshak Limited' to the Petitioner Company, and annexed to the affidavit of Shri Chirayu Amin filed on 1<sup>st</sup> day of September 2001 and the Indian Express- the English daily, and Jansatta - the Gujarati daily (both Vadodara editions) dated 29.08.2001, and additionally Indian Express (Ahmedabad & Mumbai editions) and Jansatta (Ahmedabad edition) dated 30.8.2001 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated 9.08.2001) the affidavit of Mr. Chirayu Amin filed on the 1<sup>st</sup> day of September 2001 showing the publication and dispatch of the notices convening the said meetings) the report of the Chairman of the said meetings dated 1.10.2001 as to the result of the said meetings, and the postal ballot, and upon hearing Shri Saurabh N. Soparkar Senior Advocate appearing with Smt. Swati Soparkar, Advocate for the Petitioner Company and upon hearing Shri D. J. Shah, an Objector as party in person and Smt. P. J. Dawawala, Additional standing Counsel appearing for the Central Government and it appearing from the report that the proposed compromise or arrangement has been approved by a majority of not less than three fourths in value of the equity shareholders who responded to the request for postal ballots and unanimously by the secured and unsecured creditors present and voting in person or by proxy.

This Court doth hereby sanction the compromise or arrangement set forth in para 8 of the petition herein and in the Schedule hereto and doth hereby declare the same to be binding on the Equity Shareholders, secured and unsecured creditors of the above named company and also on the above named company.

And that the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any direction that may be necessary in regard to the working of the compromise or arrangement, and

That the said company do file with the Registrar of the Companies a certified copy of this order within 30 days from the receipt of the same, and

This Court doth further orders payment of ₹ 2,500/- in aggregate as the cost of this petition awardable to Smt. P. J. Dawawala, Additional Central Government Standing Counsel.

**SCHEDULE**

Scheme of Compromise or Arrangement as sanctioned by the court.

Dated this 15<sup>th</sup> day of February 2002

**SCHEME OF ARRANGEMENT (DE-MERGER)  
BETWEEN  
DARSHAK LIMITED  
AND  
ALEMBIC LIMITED**

**PRELIMINARY:-**

**1A. DEFINITIONS**

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

- 1.1 **“The De-merged Company”** means DARSHAK LIMITED(DL), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Bank of India Building, No. 11, Kempegowda Road, Bangalore-560 009.
- 1.2 **“The Resulting Company”** means ALEMBIC LIMITED(AL), a Company incorporated under the Indian Companies Act, VI of 1882 and having its Registered Office at Alembic Road, Vadodara-390 003.
- 1.3 **“The Undertaking”** means the Bulk Drug Division (BDD) the manufacturing unit of the De-merged Company situated at Village Panelav, Taluka Halol, Dist. Panchmahals, Gujarat.
- 1.4 **“The Act”** means Companies Act, 1956.
- 1.5 **“The Appointed Date”** means 1<sup>st</sup> day of April, 2000.
- 1.6 **“The De-merged Company Shareholders”** means the persons who are registered as the holders of the Equity Shares in the capital of the De-merged Company as on such date (after the effective date hereinafter defined) as the Board of Directors of the Resulting Company may determine.
- 1.7 **“The Effective Date”** means the day as specified in Clause 14(a) of this Scheme.

**1B. CAPITAL STRUCTURE OF BOTH COMPANIES**

1.1 Capital Structure of DL

The Capital Structure of De-merged Company as on 31<sup>st</sup> March, 2000 is as follows:

a)	Authorised Share Capital	₹ 4,00,00,000/- divided into	40,00,000
		Equity Shares of ₹ 10/- each.	
b)	Issued & Subscribed Capital	₹ 3,00,00,000 divided into	30,00,000
		Equity Shares of ₹ 10/- each.	
c)	Paid-up Share Capital	₹ 2,92,91,700 divided into	29,29,170
		Equity Shares of ₹ 10/- each.	

1.2 Capital Structure of AL

The Capital Structure of Resulting Company as on 31<sup>st</sup> December, 2000 is as follows:

a)	Authorised Share Capital	₹ 50,00,00,000/- divided into	1,00,00,000
		Equity Shares of ₹ 10/- each and	40,00,000
		Preference Shares of ₹ 100/- each.	
b)	Issued & Subscribed Capital	₹ 7,21,56,100 divided into	72,15,610
		Equity Shares of ₹ 10/- each.	
c)	Paid-up Share Capital	₹ 7,21,38,600 divided into	72,13,860
		Equity Shares of ₹ 10/- each.	

**2. HIGHLIGHTS OF THE SCHEME**

- 2.1 Pursuant to this Scheme of Arrangement, the aforesaid undertaking namely, the bulk drug manufacturing unit situated at Village Panelav, Taluka Halol, Dist. Panchmahals, Gujarat, of the De-merged Company shall, w.e.f. 1<sup>st</sup> April, 2000 (the Appointed Date) and without any further act or deed, be deemed to have been transferred to and vested in the Resulting Company under Sections 391 to 394 of the Act in the manner that:
  - i) All the property of the undertaking, being transferred by the De-merged

Company, immediately before the de-merger, shall become the property of the Resulting Company by virtue of the de-merger.

- ii) All the liabilities relatable to the undertaking, being transferred by the De-merged Company immediately before the de-merger, shall become the liabilities of the Resulting Company by virtue of the de-merger.
- iii) The properties and liabilities of the undertaking being transferred by the De-merged Company shall be transferred to the Resulting Company at values appearing in the books of the De-merged Company immediately before the demerger.
- iv) The transfer of the undertaking is on going concern basis including the stock-in-trade so as the Resulting Company shall be in a position to carry on the business which was being carried on in the said premises by the De-merged Company without interruption.
- v) Upon the transfer of the said undertaking of the De-merged Company pursuant to this Scheme and the arrangement becoming effective in terms of this Scheme, the consideration in respect of the transfer of the said undertaking shall subject to the provisions of this Scheme be paid and satisfied by the Resulting Company by issuing and allotting to the shareholders of the De-merged Company on proportionate basis, shares in the Resulting Company credited as fully paid up as per the applicable rules, regulations and guidelines of various authorities.
- vi) The shareholders holding not less than three-fourths in value of shares in the De-merged Company (other than shares already held therein immediately before the de-merger or by a nominee for the Resulting Company or, its subsidiary) shall become shareholders of the Resulting Company by virtue of this Scheme.

### **3. TRANSFER OF UNDERTAKING**

- 3.1 With effect from the appointed date all debts, liabilities, duties and obligations of every kind, nature and description relatable to (BDD) the said undertaking of the De-merged Company shall be and stand transferred or deemed to be transferred, without any further act or deed, pursuant to the said Section 394 of the Act so as to become the debts, liabilities, duties and obligations of the Resulting Company and 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, in order to give effect to the provisions of this Scheme.
- 3.2 Without prejudice to the generality of Clause 3.1 above, the undertaking of the De-merged Company shall mean and include, inter alia, all the relatable properties and assets including land and buildings, plant and machinery, current assets, cash and bank balances, stock-in-trade, work-in-progress, goodwill and other intangibles, investments, rights, titles, interests, powers, authorities, licenses, contracts and registrations of whatsoever nature including, without being limited to all patents, trade marks, trade names, know-how and other intellectual property rights of whatsoever nature and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorisations, right to use of telephone, telexes, fax machines, e-mail, internet, electricity connections, utilities and other services etc. (hereinafter collectively referred to as “the said assets”) pertaining to the undertaking.
- (a) It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the De-merged Company, and shall become the property of the Resulting Company in pursuance of the provisions of Section 394 of the Act.
  - (b) In respect of such of the said assets other than those referred to in sub para (a) above, the same shall, as more particularly provided in sub-clause 3.2 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Resulting Company on the appointed date pursuant to the provisions of Section 394 of the Act.

- 3.3 The transfer/vesting of the undertaking as aforesaid shall be subject to existing charges/ hypothecation/mortgage /lien/ encumbrances (if any, as may be subsisting), of whatsoever nature and of whatsoever priority/preference, over or in respect of the assets of the said undertaking or any part thereof. However, that any reference in security documents or arrangements relating to the undertaking to which the De-merged Company is a party, to the said assets of the De-merged Company which it has offered or agreed to be offered as security for any financial assistance or obligation, to the secured creditors of the said undertaking of the De-merged Company, shall be construed as reference only to the assets pertaining to the said undertaking of the De-merged Company as are vested in the Resulting Company by virtue of this Scheme, to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend, to any of the asset or to any of the other units or divisions of the Resulting Company, unless specifically agreed to by the Resulting Company with such secured creditors and subject to the consent and approvals of the existing secured creditors of the Resulting Company.
- 3.4 The Resulting 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 De-merged Company relating to the said undertaking or in favour of any other party to any contract or arrangement to which the De-merged Company is a party or any writing as may be necessary to execute in order to give formal effect to the above provisions. The Resulting Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the De-merged Company as the case may be and to implement or carry out all such formalities or compliances as are required to be carried out or performed by the De-merged Company under any loan agreements or contracts or otherwise.

**4. CONDUCT OF BUSINESS BY DE-MERGED COMPANY TILL EFFECTIVE DATE**

From the appointed date until the effective date,

- (a) The De-merged Company shall carry on and shall be deemed to have carried on its business and activities and shall hold and shall stand possessed and shall be deemed to have held and stood possessed of all the assets of the said undertaking on account of and in trust for the Resulting Company and shall act and be entitled to be indemnified accordingly.
- (b) Subject to the provisions of this Scheme, all the profits or income accruing or arising to the De-merged Company or expenditures or losses incurred by it on account of the said undertaking shall for all purposes be treated and deemed to be the income, profit, loss or expenditure (as the case may be) of the Resulting Company.
- (c) The De-merged Company shall carry on the business activities of the undertaking with reasonable diligence, business prudence and the De-merged Company shall not without the written concurrence of the Resulting Company, alienate, charge or otherwise deal with any of the properties or assets of the said undertaking (except incurring necessary and reasonable expenses to carry on the day-to-day operations and manufacturing activities of the said undertaking and attending to its statutory obligations) or vary the terms and conditions of employment of its employees, if any.
- (d) During the pendency of the Scheme, the De-merged Company shall not, without the prior written permission of the Board of Directors of the Resulting Company, undertake or commence any new business in the said undertaking.

**5. LEGAL PROCEEDINGS**

All proceedings, (including all suits, appeals, revisions, petitions, references, applications or other proceedings of whatsoever nature) if any, by or against the De-merged Company relating to and in respect of the said undertaking (BDD), pending as on the appointed date in respect of any property, rights, assets, debts, liabilities, duties and obligations, if any, thereof referred to in Clauses 3.1 & 3.2 hereinabove, shall be continued without being prejudicially affected by reason of transfer of assets and liabilities of the said undertaking of the De-merged Company, and enforced until the effective date by the De-merged Company

as desired by the Resulting Company and as from the effective date, the same shall be continued and enforced by or against the Resulting Company, as the case may be.

**6. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

Subject to the other provisions of the Scheme, all lawful contracts, duties, bonds, agreements and other instruments of whatever nature in respect of the said undertaking to which the De-merged Company is a party subsisting or having effect immediately before the de-merger, shall be in full force and effect against or in favour of the Resulting Company, and may be enforced as fully and as effectively as if instead of the De-merged Company the Resulting Company had been a party thereto.

**7. ACCOUNTING TREATMENT OF ASSETS, LIABILITIES & RESERVES OF DE-MERGED COMPANY**

- (i) For the purpose of this Scheme, the relatable assets and liabilities of BDD, the said undertaking of the De-merged Company shall be the values as appearing in the books of the De-merged Company immediately before the de-merger, as certified by the Statutory Auditors of the De-merged Company as detailed in Schedule-I.
- (ii) Upon this Scheme becoming effective, the liabilities of the De-merged Company in respect of and relating to BDD, the said undertaking shall be paid and discharged by the Resulting Company in accordance with the terms of borrowing of the said moneys and the security, if any, given to the creditors of the De-merged Company over any of the assets of the said undertaking, shall continue to enure to the benefit of the creditors in the same manner and to the same extent as if the scheme had not been implemented.
- (iii) The difference in the value of the net assets of the undertaking transferred by the De-merged Company as on 31-03-2000 (the date immediately preceding the transfer date) and the consideration value determined pursuant to this Scheme, if any, shall be accounted for in the books of the Resulting Company by adjusting the same against the general reserves of the Resulting Company.

**8. ISSUE OF SHARES BY THE RESULTING COMPANY**

- a) Upon the transfer of BDD, the said undertaking of the De-merged Company pursuant to this Scheme and the arrangement becoming effective in terms of this Scheme, the Resulting Company shall issue and allot in its capital at par, credited as paid up to the extent indicated below, to all the Members of the De-merged Company whose names appear in the Register of Members on the date to be fixed by the Directors of the Resulting Company or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Resulting Company and approved by them to be placed on its register of members in the following proportion viz:-

6 (Six) Equity Shares of ₹ 10/- each credited as fully paid up of the Resulting Company i.e. (AL) shall be issued and allotted at par against 100 (One Hundred) Equity Shares of ₹ 10/- each to the Shareholders of the De-merged Company (DL), whose names are recorded in its Register of Members, or their heirs, executors, administrators or other legal representatives or their successors in title as the case may be, on a date (Record Date) to be fixed by the Board of Directors of the Resulting Company for Equity Shares held by the said Shareholders in the De-merged Company.
- b) The said Equity Shares in the Resulting Company to be issued to the shareholders of the De-merged company shall rank pari passu in all respects with existing equity shares of the Resulting Company except that they shall be entitled to dividend if any, declared by the Resulting Company in the year in which they are issued and allotted only on pro-rata basis from the date on which they are allotted.
- c) The fractions arising due to the above Exchange Ratio shall be treated as under :

No fractional certificates shall be issued by the Resulting Company in respect of the fractional entitlements, if any, to which the members of the De-merged Company may be entitled on issue or allotment of the shares by the Resulting Company as aforesaid. The directors of the Resulting Company shall instead consolidate all such fractional entitlements and allot shares in lieu thereof to a Director or an Authorised Officer of the Resulting Company with the express understanding that such Director



or the Officer shall sell the same at the best available price in one or more lots and by private sale / placement or by auction as deemed fit (the decision of such Director or the Officer as the case may be as to the timing and method of the sale and the price at which such sale has been given effect to shall be final) and pay the sale proceeds to the Resulting Company. The net sale proceeds thereupon, shall be distributed among the members of the De-merged Company in proportion of their fractional entitlements by the Resulting Company.

- d) For the purpose as aforesaid, the Resulting Company shall, if and to the extent required, apply for and obtain any approvals including that of the SEBI, Reserve Bank of India and other concerned authorities, for the issue and allotment by the Resulting Company to the respective Members of the De-merged Company, the Equity Shares in the said reorganised share capital of the Resulting Company in the ratio as aforesaid.
- e) The Equity Shares of the Resulting Company issued in terms of the Clause 8. a) above shall be listed and/or admitted to trading on the relevant Stock exchange/s, whether in India or abroad, where the equity shares of the Resulting Company or the De-merged Company are listed and/or admitted to trading. The Resulting Company shall enter in such arrangement and issue such confirmation and/or undertakings as may be necessary in accordance with the applicable laws or regulations, for the above purpose. But on such formalities being fulfilled all such stock exchanges shall list and/or admit the said new shares also for the purpose of trading.
- f) The Resulting Company shall not issue any shares against the shares held by it in the De-merged Company.

**9. DE-MERGED COMPANY'S STATE, WORKMEN AND EMPLOYEES**

All employees of BDD, the said undertaking of the De-merged Company on the effective date in terms of the Scheme shall become the employees of the Resulting Company and their services shall be deemed to have continued without interruption by the vesting of the assets and liabilities of the undertaking to the Resulting Company under the Scheme and the terms and conditions of service applicable to them on the effective date, as aforesaid, will continue to govern them as employees of the Resulting Company.

**10. OPERATIONS OF THE DE-MERGED COMPANY**

The De-merged company shall not stand dissolved or wound up by virtue of or upon the sanction of the scheme by the competent courts under Section 394 of the Act and shall continue with its business as a going concern, for the remaining undertaking and business as may be existing /subsisting at that moment of time.

**11. APPLICATIONS TO HIGH COURT**

The De-merged Company and the Resulting Company shall with all reasonable despatch, make applications to the competent courts viz. High Court of Karnataka for the De-merged Company and to the High Court of Gujarat for the Resulting Company for sanctioning the Scheme of Arrangement under Section 391 of the Companies Act, 1956 and for an order under Section 394 of the Companies Act, 1956 and for carrying the Scheme into effect.

**12. MODIFICATIONS/AMENDMENTS TO THE SCHEME**

For the purpose of giving effect to this Scheme, the Board of Directors of the De-merged Company, and the Board of Directors of the Resulting Company, shall be entitled to give such directions as may be deemed necessary or desirable by them to settle any questions of doubt or difficulty of whatsoever nature.

The respective Board of Directors of the De-merged Company and Resulting Company may consent to any modifications or amendments of this Scheme which may either be required by the courts or any other authority or which in the exercise of the discretion by such directors may be considered necessary, desirable or appropriate by them in the best interest of the shareholders.

**13. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS**

This Scheme is conditional upon and subject to the following provisions-

- a) to the approval of and agreement to the Scheme by the requisite majorities of such classes of shareholders and creditors of the De-merged Company and the Resulting



Company as may be directed by the High Courts of Judicature on the applications made for directions under Section 391 of the Act, for calling meeting and/or necessary resolutions being passed under the Act for the purpose.

- b) The sanction of the Scheme by respective High Courts of Judicature and to the necessary order or orders being obtained under Section 391, 394 and other applicable provisions of the Companies Act, 1956 by the De-merged Company and the Resulting Company.
- c) The approvals, sanctions and permissions, if any, of the other concerned authorities as may be required.
- d) The De-merged Company and/or the Resulting Company shall obtain such other consent or approval as may be required under any statute or contract not specifically referred to in this Scheme.

#### **14. MISCELLANEOUS**

- a) The Scheme, although operative from the appointed date, shall take effect upon and from the date on which the last of the confirmation, sanctions and approvals or orders are finally obtained and the certified copies of the order(s) of the competent courts under Section 394 of the Companies Act, 1956 are filed with the respective Registrar of Companies, which date shall be the effective date for the purpose of the Scheme. Provided, however, that in the event of the aforesaid sanctions, approvals, or orders, for any reason not being obtained on or before 30.06.2002 or within such further period or periods as may be mutually agreed upon between the De-merged Company and the Resulting Company, through their respective Board of Directors, this Scheme shall become null and void and in that event no rights and liabilities shall accrue to or be incurred inter-se by the parties in terms of this Scheme and both the parties will be absolved from the effect of any action/inaction taken by them in response of the Scheme.
- b) Till the event of this Scheme being effective both the De-merged Company and the Resulting Company shall continue to hold their Annual General Meeting and other meetings in accordance with the relevant laws and shall continue to comply with all their statutory obligations in the same manner, as if this scheme is not existing.
- c) All costs, charges and expenses in relation to or in connection with this Scheme and its implementation and of carrying out and completing the terms and provisions of this Scheme and of and incidental to completion of the arrangement under this Scheme, if identifiable with respective companies shall be borne and paid by the respective Company and if common and non-identifiable with respective companies shall be borne and paid in equal i.e. 50:50 proportion by the respective companies.

**SCHEDULE - I**  
**DARSHAK LIMITED**

**STATEMENT OF ASSETS & LIABILITIES OF BULK DRUG MANUFACTURING  
UNIT OF DARSHAK LIMITED TO BE TRANSFERRED  
TO AND TO BE MERGED WITH ALEMBIC LIMITED.**

**(AS ON 01/04/2000 - THE APPOINTED DATE)**

PARTICULARS				AMOUNT (₹)
I. SOURCES OF FUNDS :				
Loan Funds :				
Secured Loans				3,13,03,266
Unsecured Loans				3,07,62,544
Division Accounts				10,27,04,918
Total				16,47,70,728
II. APPLICATION OF FUNDS :				
Fixed Assets	Gross Block (₹)	Accumulated Depreciation (₹)	Net Block (₹)	
Land	3,89,874		3,89,874	
Building	4,37,00,989	44,89,595	3,92,11,394	
Plant & Machinery	12,90,53,591	1,50,48,449	11,40,05,142	
Others	38,12,232	8,30,297	29,81,935	
Total	17,69,56,686	2,03,68,341	15,65,88,345	15,65,88,345
Investments				41,406
Current Assets, Loans & Advances :				
Inventories				2,00,56,422
Sundry Debtors				44,98,664
Cash & Bank Balance				41,91,731
Loans & Advances				2,20,12,820
				5,07,60,637
Less : Current Liabilities & Provisions				
Current Liabilities				9,98,84,670
Provisions				-----
				9,98,84,670
Net Current Assets				(4,91,24,033)
Miscellaneous Expenditure (to the extent not written off)				-----
Profit & Loss A/c debit balance				5,72,65,010
Total				16,47,70,728

Dated this 7<sup>th</sup> day of July, 2005.

Dated this 15<sup>th</sup> day of February, 2002

Witness Devdutta Madhav Dharmadhikari Esquire

The Chief, Justice at Ahmedabad

aforesaid this 15<sup>th</sup> day of February, Two Thousand Two

By the order of the Court

Joint Registrar

This 14<sup>th</sup> day of March, 2002

Order drawn by :

(Swati Saurabh Soparkar)

Advocate - Code No. : 870

Sealer

This 14<sup>th</sup> day of March, 2002

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD  
ORIGINAL JURISDICTION  
COMPANY PETITION NO. 186 OF 2007**

In the matter of  
Sec. 78, 100 to 103 of the Companies  
Act, 1956;

And

In the matter of

Alembic Limited.

A Company registered under the Companies Act,  
VI, 1882 having its registered office at Alembic  
Road, Vadodara 390 003 in the state of Gujarat.

And

In the matter of Reduction of capital  
of Alembic Limited.

Alembic Limited.

A Company registered under the Companies Act,

VI 1882 and having its registered office at

Alembic Road, Vadodara 390 003 in the state

Gujarat.....Petitioner

BEFORE HONOURABLE MR. JUSTICE K.A. Puj

Dated : 28<sup>th</sup> December 2007

**ORDER ON PETITION**

Upon the above petition of Alembic Limited presented on 26<sup>th</sup> day of September 2007, upon hearing Smt. Swati Saurabh Soparkar, advocate for the petitioner and upon reading the said petition and the affidavit in support thereof filed on the 24<sup>th</sup> day of September 2007 and the exhibits therein referred to, the order on the summons made on 30<sup>th</sup> day of November, 2007 dispensing with an enquiry into the debts and liabilities of the said company, and upon perusing the Indian Express and Loksatta-Jansatta, both Vadodara Editions dated 5<sup>th</sup> December 2007, containing the notice of the date of hearing of this petition and none of the creditors or shareholders of the company appearing in person or by the advocate, to oppose the said petition.

**THIS COURT DOTH ORDER**

- (1) That the reduction of the share capital of the above company resolved on and effected by the special resolution passed in according with Section 189 of the Companies Act, 1956, at a General meeting of the said company held on 30<sup>th</sup> day of August 2007, which resolution was in the words and figures following, viz.

“RESOLVED THAT pursuant to the provisions of Section 78 read with Section 100 of the Companies Act, 1956 (hereinafter referred to as “the Act”) and other applicable provisions, if any, of the Act, pursuant to Article 59 of the Articles of Association of the Company and subject to sanction of Hon’ble High Court of Gujarat or National Company Law Tribunal and also subject to such other consents, approvals, permissions and sanctions as may be required, an amount not exceeding ₹ 29.17 crores out of the balance standing in the Share Premium account and an amount not exceeding ₹ 102.58 crores out of the balance standing in the General Reserve both aggregating to an amount not exceeding ₹ 131.75 crores be reduced by transfer to the credit of Profit & Loss Account of the Company for the year ending on 31<sup>st</sup> March, 2008 of an amount not exceeding ₹ 176.83 crores out of the balance in the

following asset accounts namely trademarks, copyrights, business and commercial rights and other intangibles (hereinafter called “Intangible Assets”), after making due adjustment for deferred tax, which deferred tax adjustment will be reversed in subsequent years by corresponding debit to the General Reserve Account.

RESOLVED FURTHER THAT the Board of Directors of the Company (hereinafter called “the Board” which term shall be deemed to include any committee of Board constituted to exercise its powers including the power conferred by this resolution or any person which the Board may nominate/constitute to exercise its power, including the powers by this Resolution) be and is hereby authorized.

1. to give effect to such modifications, changes, variations, alterations, deletions, additions as may be suggested by Hon’ble High Court of Gujarat and other authorities;
2. to settle any doubt, question or difficulty that may arise including but not limited to that with regard to computation, utilization or adjustment of share premium account, general reserve, intangible assets or deferred tax, including passing such accounting entries and/or making such other adjustments in the books of account as may be required.
3. to do all such other acts, deeds matters and things as may be required to give effect to this resolution.
4. to delegate all or any of the powers herein conferred to any committee of Directors or any other Directors or any other Director or any other officer of the Company.

be and the same is hereby confirmed.

- (2) That the minute set forth in the schedule hereto be and is hereby approved.
- (3) That a certified copy of this order including the minute as approved be delivered to the Registrar of Companies within 21 days from this date.
- (4) That notice of the registration by the Registrar of Companies of this order and of the said minute be published once each in the Gujarat Government Gazette and Indian Express - and Loksatta Jansatta - both Vadodara editions within 14 days of the registration aforesaid.

Dated this 28<sup>th</sup> day of December 2007.

## **SCHEDULES**

### **SCHEDULE - I : Minute**

**SCHEDULE**  
**MINUTE**  
MINUTE UNDER SEC. 103(1)

The Share Premium Account and General Reserve Account of Alembic Limited is by virtue of a Special Resolution of the Company dt. 30<sup>th</sup> August, 2007 and by virtue of the sanction granted by the High Court of Gujarat on 28<sup>th</sup> day of December 2007, reduced from ₹ 69.74 crores to ₹ 40.57 crores and ₹ 245.30 crores to ₹ 142.72 crores respectively.



Dated 28<sup>th</sup> day of December 2007

Witness Yad Ram Meena Esquire,

the Chief Justice at Ahmedabad

aforesaid this Twenty Eighth day of December Two Thousand

Seven.

By the order of the Court

sd/-

G.K. Upadhyaya

Registrar (Judicial)

This 17<sup>th</sup> day of January 2008

Sealer

sd/-

M.P. Chacko

This 17<sup>th</sup> day of January 2008

Order drawn by :

sd/-

(Swati Saurabh Soparkar)

Advocate

204, Aakanksha, Opp. Vadilal House,

Nr. Mount Carmel Railway Crossing,

Navrangpura, Ahmedabad.

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**  
**ORIGINAL JURISDICTION**  
**COMPANY PETITION NO. 152 OF 2010**  
**CONNECTED WITH**  
**COMPANY APPLICATION NO. 215 OF 2010**

In the matter of Sections 391 to 394 read with Sections 78 and 100 to 104 of the Companies Act, 1956;

And

In the matter of  
Alembic Limited.

A Company incorporated under the Indian Companies Act, VI of 1882 and having its registered office at Alembic Road, Vadodara, 390 003 in the state of Gujarat.

And

In the matter of  
Composite Scheme of Arrangement in the nature of Demerger and transfer of the Pharmaceutical Undertaking of Alembic Limited to Alembic Pharma Limited and consequential reorganization of Share Capital in form of Utilisation of the Share Premium Account of Alembic Limited.

Alembic Limited.

A Company incorporated under the Indian Companies Act, VI of 1882 and having its registered office at Alembic Road, Vadodara, 390 003 in the state of Gujarat. ....PETITIONER

**BEFORE HONOURABLE Mr. JUSTICE A.S.DAVE**

Date: 24<sup>th</sup> January, 2011

**Order On Petition**

The above petition coming on for hearing on 24<sup>th</sup> January, 2011, upon reading the said petition, the order dated 2<sup>nd</sup> August 2010 and further order dated 9<sup>th</sup> August 2010, passed in the Company Application No. 215 of 2010 whereby the said Company was directed to convene separate meeting of the Equity Shareholders, Secured Creditors, Unsecured Creditors and Fixed Depositors of the Petitioner Company for the purpose of considering, and if thought fit, approving, with or without modifications, the arrangement proposed to be made between the said Company and its members and creditors by the Scheme of Arrangement in the nature of de-merger and transfer of the Pharmaceutical Undertaking of Alembic Limited to Alembic Pharma Limited and Reorganisation of Share Capital in form of Utilization of the Share Premium Account of Alembic Limited and annexed to the affidavit to Mr. Raj Kumar Baheti filed on 28<sup>th</sup> July, 2010, and the Indian Express and Sandesh, both Vadodara editions dated 18<sup>th</sup> August, 2010 each containing the advertisement of the said notice convening the said meetings directed to be held by the said orders dated 2<sup>nd</sup> August, 2010, the affidavit of Mr. Chirayu Amin filed on 25<sup>th</sup> August, 2010 showing the publication and dispatch of the convening the said meetings, the report of Mr. Chirayu R. Amin, the Chairperson for the said meetings alongwith the affidavit dated 27<sup>th</sup> September, 2010

as to the result of the said meetings and it appearing from the report of the chairman for the meeting that proposed scheme has been unanimously approved by the Equity Shareholders, Secured Creditors, Unsecured Creditors and Fixed Depositors; considering the affidavit dated 25<sup>th</sup> October, 2010 filed by the Alembic Karmachari Union and the affidavit in reply filed by the petitioner dated 26<sup>th</sup> November, 2010 and considering the affidavit dated 8<sup>th</sup> December 2010 filed by Uttam Chand Nahta, the Regional Director, North Western Region, Ministry of Corporate Affairs, and considering the order dated 13<sup>th</sup> December 2010 passed in Company Application No. 367 of 2010 and considering the Additional Affidavit dated 17<sup>th</sup> December, 2010 filed by the petitioner and upon hearing Smt. Swati Soparkar, Advocate for the Petitioner Company, Mr. Pavan Godiawala appearing with M/s H. L. Patel Advocates appearing for the Alembic Karmachari Union and hearing Shri M. I. Shaikh, Standing Counsel, appearing for the Central Govt.,

This Court doth hereby sanction the scheme of arrangement set forth in para 8 of the petition herein and in the Schedule hereto, and doth hereby declare the same to be binding on the Equity Shareholders, Secured Creditors, Unsecured Creditors and Fixed Depositors of the above named Company and also on the said Company.

This Court doth hereby further sanction the Reduction of Capital in terms of Clause 13 of the Scheme and Para 22 of the petition and Special Resolution passed at the Extra Ordinary General Meeting dated 16<sup>th</sup> September, 2010, and doth hereby specifically confirm that the minute proposed to be registered under Sec. 103(1)(b) for the purpose, is hereby approved.

And this Court doth further order that parties to the scheme of arrangement 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 said arrangement, and

That the said Company do file with the Registrar of the Companies a certified copy of this order within 30 days from the receipt of the same, and

This Court doth further order payment of ₹ 7,500/- in aggregate as the cost of this petition awardable to Shri M. I. Shaikh, Standing Counsel.

### **SCHEDULE**

Scheme of Arrangement as sanctioned by the court.

Dated 24<sup>th</sup> day of January 2011

### **MINUTE UNDER SEC. 103(1)**

“The Share Premium Account of Alembic Limited was by virtue of a Special Resolution approving the proposed scheme of arrangement, passed by the Equity Shareholders of the company at the meeting dated 16<sup>th</sup> September 2010 and by virtue of the sanction granted by the High Court of Gujarat on 24<sup>th</sup> day of January 2011, by fully utilized to adjust / write off the amount representing the surplus of the assets over the liabilities of the Undertakings of the De-merged Company being transferred to the Resulting Company.”

**SCHEME OF ARRANGEMENT  
BETWEEN  
ALEMBIC LIMITED - DEMERGED COMPANY  
AND  
ALEMBIC PHARMA LIMITED - RESULTING COMPANY  
AND THEIR RESPECTIVE MEMBERS AND CREDITORS  
UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT 1956**

This Composite Scheme of Arrangement provides for Demerger/ Spin off of the Pharmaceutical Undertaking (as defined hereinafter) of **Alembic Limited** as a going concern to Alembic Pharma Limited, and consequential Re-organisation of its Share Capital, pursuant to Sections 391 to 394 read with Sections 78 and 100 to 104 and other relevant provisions of the Companies Act, 1956 as well as reorganization of the Vadodara Undertaking of Alembic Limited (defined hereinafter).

**1. PREAMBLE**

**A. DESCRIPTION OF COMPANIES**

The Demerged Company viz. Alembic Limited (AL) was incorporated on 30/07/1907, under the name and style Alembic Chemical Works Company Limited under the provisions of the Indian Companies Act, VI of 1882. The name of the Company was changed to Alembic Limited and the Demerged Company obtained a new incorporation certificate on 31<sup>st</sup> May, 1999. The Equity Shares of AL are presently listed on the Bombay Stock Exchange Limited (BSE) and the National Stock Exchange of India Limited (NSE). The Demerged Company is presently engaged in manufacturing and marketing of fermentation and chemistry based Active Pharmaceuticals Ingredients (API) at Vadodara Plant and is also engaged in power generation through its co-generation power plant and through wind mills. The Company is also engaged in leasing out real estate and holding certain strategic and long term Investments. It is also engaged in manufacturing, marketing and trading of branded & generic Formulations and Active Pharmaceuticals Ingredients (API) at other manufacturing facilities. It is also engaged in research & development activities.

- (a) The Resulting Company viz. Alembic Pharma Limited (**APL**) was incorporated on 16/06/2010 under the name and style "Alembic Pharma Limited". The main object of APL is to manufacture, sale, purchase, deal in various pharmaceuticals products, bulk drugs, medicines, chemicals, raw materials, intermediates for various pharmaceutical products and to engage in business of healthcares, life-sciences, research and development, contract manufacturing in India and/or abroad.

**B. RATIONALE AND OBJECTIVE OF THE SCHEME OF ARRANGEMENT**

- a) Alembic Limited is a leading pharmaceutical company with a global vision. Alembic is into the top bracket of Indian pharmaceutical companies with many of its brands amongst the top five in their respective categories. With such competitive advantages, the Company is uniquely poised in its pursuit of being amongst the largest Indian pharmaceutical companies. Its business comprises of (i) manufacturing, marketing and trading of formulations & bulk drugs (Active Pharmaceutical Ingredients or APIs) and R & D Activities (the Pharmaceutical Undertaking), (ii) manufacture of predominantly fermentation and chemistry based bulk drugs (APIs) at its Vadodara Undertaking and (iii) power generation through its co-generation power plant and through wind mills (the Power Business) . The Company also has some real estate in Vadodara which can be potentially developed.
- b) The Pharmaceutical Undertaking is poised for significant growth. The international pharmaceutical industry is seeing greater share of generics with a large number of drugs expected to go off patent in the next few years offering tremendous growth opportunities to well managed and focused Indian pharmaceutical

companies. The domestic pharmaceutical industry is also witnessing double digit growth riding on increasing economic development, increasing per capita income and greater focus on healthcare. However, in order to capitalize on the available opportunities there is a need for specialized attention, focus, resources, etc. Further this business is capable of attracting different set of investors, strategic partners, lenders and other stakeholders. Therefore, it is proposed to demerge the Pharmaceutical Undertaking into a separate company (Alembic Pharma Limited). As a new company the Pharmaceutical Undertaking will have the necessary independence, accountability and freedom to chart its own course of growth without the legacy of the other businesses / activities of the Company.

- c) The Vadodara Undertaking of Alembic Limited consisting of the assets (hereinafter referred to as “the Assets”) more particularly described in Schedule II is engaged in the business of manufacture of predominantly fermentation and chemistry based bulk drugs (APIs) and is currently going through many challenges. The Vadodara Undertaking was established many decades ago and hence, some of its plant, machineries and other equipments are very old. Further, being an old facility, it is not designed in line with present regulatory and business requirements. The business is facing stiff price competition from Chinese manufacturers. The Company together with other manufacturers had applied for levy of anti dumping duty on such imports, which has not been favourably considered by the Government of India. In view of this situation the Vadodara Undertaking needs to be reorganized and right sized to enable it to survive the competitive pressures. The activities of the Vadodara Undertaking will also need greater focus and other restructuring measures to make it cost efficient and competitive. The Assets of the Vadodara Undertaking which are carried at historical costs do not reflect their true value and it has become imperative to revalue them so as to reflect their fair values.
- d) The Company owns some land area at Vadodara which can be potentially used for real estate development in future. Similarly the Power Business also has good opportunity for growth and consolidation
- e) The risk-reward profile and the competition involved in each of these businesses is distinct from each other and consequently each business or undertaking is capable of attracting a different set of investors, strategic partners, lenders and other stakeholders. There are also differences in the manner in which each of these businesses are required to be managed. The demerger will create two separate entities with management focus on clearly laid out objectives, pursuant to which Alembic Pharma Limited would focus on the Pharmaceutical Undertaking consisting of the business of manufacturing, marketing and trading of formulations & APIs and Research & Development activities and Alembic Limited would focus on its existing business and activities other than the Pharmaceutical Undertaking.
- f) It is believed that the proposed demerger will create enhanced value for shareholders and allow a focused strategy in operations, which would be in the best interest of both AL & APL, its shareholders, creditors and all persons connected with AL and APL. The demerger proposed by this Scheme of Arrangement will enable investors to separately hold investments in businesses with different investment characteristics thereby enabling them to select investments which would best suit their investment strategies and risk profiles.
- g) The demerger will also provide scope for independent collaboration and expansion without committing the existing organization in its entirety.
- h) The demerger will facilitate more transparent benchmarking of the Companies with their peers in their respective industries.

- i) The Board of Directors of the Demerged Company and Resulting Company are of the opinion that the demerger would benefit the shareholders, employees and other stakeholders of the Demerged Company and the Resulting Company.
- j) With the aforesaid rationale and objectives, it is proposed to demerge AL's Pharmaceutical Undertaking comprising manufacturing, marketing and trading of Formulations & API and research & development activities from AL to APL and reorganize the Vadodara Undertaking.

### **C. OPERATION OF THE SCHEME**

- a) In furtherance of the rationale and objectives mentioned above, this Scheme of Arrangement provides for:
  - (i) The Demerger of the Pharmaceutical Undertaking from Demerged Company to the Resulting Company;
  - (ii) The reorganization of the capital of the Demerged Company and the Resulting Company;
  - (iii) Reorganization of the Vadodara Undertaking of Alembic Limited.
- b) The Demerger of the Pharmaceutical Undertaking of the Demerged Company under this Scheme of Arrangement will be effected under the provisions of Sections 391 to 394 of the Companies Act, 1956. The Demerger complies with the provisions of Section 2(19AA) of the Income Tax Act, 1961, such that:
  - (i) All the properties of the Pharmaceutical Undertaking (as defined hereinafter) being transferred by the Demerged Company immediately before the Demerger become the properties of the Resulting Company by virtue of the Demerger;
  - (ii) All the liabilities relatable to the Pharmaceutical Undertaking being transferred by the Demerged Company, immediately before the Demerger become the liabilities of the Resulting Company by virtue of the Demerger;
  - (iii) The properties and the liabilities, if any, relatable to the Pharmaceutical Undertaking being transferred by the Demerged Company are transferred to the Resulting Company at the values appearing in the books of account of the Demerged Company immediately before the Demerger;
  - (iv) The Resulting Company issues shares to the shareholders of the Demerged Company in consideration of the Demerger on a proportionate basis;
  - (v) All the shareholders of the Demerged Company shall become the shareholders of the Resulting Company by virtue of the Demerger; and
  - (vi) The transfer of the Pharmaceutical Undertaking will be on a going concern basis.
- c) This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income Tax Act, 1961. If any terms or provisions of the Scheme is/ are inconsistent with the provisions of Section 2(19AA) and related provisions of the Income Tax Act, 1961, the provisions of Section 2(19AA) and related provisions of the Income Tax, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) and the related provisions of the Income Tax Act, 1961; such modification shall not affect other parts of the Scheme.

## **2. DEFINITIONS:**

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

- (a) **'Act'** means the Companies Act, 1956 including any statutory modifications or re-enactments for the time being in force.



- (b) **‘Appointed Date’** means the commencement of 1<sup>st</sup> day of April, 2010 or such other date as may be approved by the High Court of Judicature at Gujarat;
- (c) **‘Court’ or ‘High Court’**, shall mean Hon’ble High Court of Gujarat, and shall be deemed to include the National Company Law Tribunal, if applicable.
- (d) **‘Company’ or ‘AL’ or ‘Demerged Company’** means Alembic Limited, a listed limited company incorporated under the Indian Companies Act VI of 1882 and having its Registered Office at Alembic Road, Vadodara, Gujarat, India 390 003.
- (e) **‘Effective Date’** means the last of the dates on which the sanctions / approvals or orders as specified in Clause No. 22 of this Scheme have been obtained and the order of the High Court sanctioning the Scheme of Arrangement is filed with the Registrar of Companies by the Demerged Company and the Resulting Company. References in this Scheme to the date of “coming into effect of this Scheme” or “effectiveness of this Scheme” or “Scheme becoming effective” shall be construed accordingly.
- (f) **‘Pharmaceutical Undertaking’ or ‘Demerged Undertaking’** means the Demerged Company’s undertaking, business activities and operations pertaining to pharmaceutical business other than Vadodara Undertaking comprising all the assets, (moveable and immoveable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) and liabilities, which relate thereto or are necessary therefor and including specifically the following:
- I) The manufacturing facilities and research & development centre as described in Schedule I-A, together with all that pieces or parcels of freehold and leasehold lands, hereditaments and premises situate, lying and being thereat together with all the buildings and structures standing thereon as on the Appointed Date.
  - II) All secured and unsecured debts, fixed deposits, liabilities (including contingent liabilities), duties and obligations of every kind and nature whatsoever and howsoever accruing or arising out of and all loans or borrowings raised and incurred and utilized for its businesses, activities and operations pertaining to Pharmaceutical Undertaking, along with any charge, encumbrance, lien or security thereon, of the Demerged Company as on the Appointed Date (hereinafter referred to as ‘the said Liabilities’). All other regional offices relating to pharmaceutical business whether owned or leased.

For the purpose of this Scheme, it is clarified that liabilities pertaining to the Pharmaceutical Undertaking include:

- the liabilities, including contingent liabilities, which arise out of the respective activities or operations of the Pharmaceutical Undertaking;
  - specific loans and borrowings raised, incurred and utilized solely for the respective activities or operation of the Pharmaceutical Undertaking;
  - liabilities other than those referred to in sub-clauses above, being the amounts of general or multipurpose borrowings of the Demerged Company, allocated to the Pharmaceutical Undertaking in the same proportion in which the value of the assets transferred under this Scheme bear to the total value of the assets of the Demerged Company immediately before giving effect to this Scheme.
- III) All strategic investments of the Demerged Company pertaining to Pharmaceutical Undertaking as described in Schedule I-B.
  - IV) All reserves and provisions and funds relating to Pharmaceutical Undertaking.
  - V) Without prejudice to the generality of sub-clause (I) and (II) mentioned above, the Pharmaceutical Undertaking of the Demerged Company shall include all Pharmaceutical Undertaking activities, assets including investments, claims, subsidies, powers, authorities, allotments, approvals, consents, contracts, enactments, arrangements, rights, titles, interests, benefits, advantages, leasehold rights and other intangible rights, hire purchase contracts and assets, lending

contracts, benefit of any security arrangements, reversions, permits, quotas, entitlements, registrations, construction and infrastructure registration(s), licences (industrial, software or otherwise), municipal permissions, systems of any kind whatsoever, rights and benefits of all agreements and other interests including rights and benefits under various schemes of different taxation laws as may belong to or be available to the Pharmaceutical Undertaking activities of the Demerged Company, rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages and approvals of whatsoever nature and wheresoever situated, belonging to or in ownership, including but without being limited to patents, copyrights, brand names, and any other intellectual property rights of any nature whatsoever, trade mark except trademark “Alembic” (the trademark “Alembic” will remain the property of the Demerged Company. However, the Resulting Company shall be entitled to make use of the word “Alembic” for the purpose of the Pharmaceutical Undertaking), domain names, service marks, colour schemes, logos, records, files papers, engineering and process information, quotations, technical know-how, designs, design registrations, authorizations, rights to use and avail of telephones, telexes, facsimile, email, internet, lease line connections and installations, utilities, electricity and other services, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or in relation to the Pharmaceutical Undertaking of the Demerged 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 Pharmaceutical Undertaking of Alembic Limited.

- VI) All the employees of the Demerged Company employed in the Pharmaceutical Undertaking, as identified by the Board of Directors or any Committee or Person(s) authorized by the Board of the Demerged Company as on the Effective Date.

Any question that may arise as to whether a specified asset or liability pertains to or does not pertain to the Pharmaceutical Undertaking, or whether it arises out of the activities or operations, shall be decided by mutual agreement between the Board of Directors of Demerged Company and the Resulting Company.

- (g) **‘Resulting Company’** or **‘APL’** means Alembic Pharma Limited, a public limited company, incorporated under the Companies Act, 1956 having its Registered Office at Alembic Road, Vadodara, Gujarat, India 390 003.
- (h) **‘Record Date’** means the date fixed by the Board of Directors of the Demerged Company in consultation with the Resulting Company for the purpose of reckoning names of the equity shareholders of the Demerged Company, who shall be entitled to receive shares of the Resulting Company upon coming into effect of this Scheme as specified in Clause 10(a) of this Scheme.
- (i) **‘Remaining Undertaking’** means all the business and all the properties, assets, investments and liabilities, employees of the Demerged Company including the Vadodara Undertaking, Power Business, investments other than Pharmaceutical Undertaking defined hereinabove.
- (j) **‘Scheme’** or **‘the Scheme’** or **‘this Scheme’** means this Scheme of Arrangement in its present form as submitted to the Honorable High Court of Gujarat or this Scheme with such modification(s), if any made, as per Clause 20 of the Scheme.
- (k) **‘Vadodara Undertaking’** means and includes business of manufacturing and marketing of fermentation and chemistry based Active Pharmaceuticals Ingredients (API) at Vadodara. It includes the assets more particularly described in Schedule II.

All the 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, the Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996, the Income Tax Act, 1961 and other applicable laws, rules and regulations, bye-laws, as the case may be or any other statutory modifications or re-enactment thereof for the time being in force.

### 3. SHARE CAPITAL

- A. The Share Capital of AL as on 31<sup>st</sup> March, 2010 (Audited) is as under:

<b>Authorized Capital</b> (₹ in lacs)	
22,50,00,000 Equity Shares of ₹ 2/-each	₹ 4500.00
5,00,000 redeemable cumulative Preference Shares of ₹ 100/- each	₹ 500.00
<b>Total</b>	<b>₹ 5000.00</b>

<b>Issued and subscribed Capital</b> (₹ in lacs)	
13,84,64,270 Equity shares of ₹ 2/- each.	₹ 2769.29
<b>Total</b>	<b>₹ 2769.29</b>

<b>Paid-up Capital</b> (₹ in lacs)	
13,35,15,914 Equity shares of ₹ 2/- each.	₹ 2670.31
<b>Total</b>	<b>₹ 2670.31</b>

The equity shares of Demerged Company are listed on Bombay Stock Exchange and National Stock Exchange.

- B. The Share Capital of the Resulting Company as on 29<sup>th</sup> June, 2010 is as under:

<b>Authorized Capital</b> (₹ in lacs)	
6,00,00,000 Equity Shares of ₹ 2/- each	₹ 1200.00
<b>Total</b>	<b>₹ 1200.00</b>

<b>Issued, Subscribed and Paid-up</b> (₹ in lacs)	
5,50,00,000 Equity Shares of ₹ 2/- each	₹ 1100.00
<b>Total</b>	<b>₹ 1100.00</b>

100% of the shareholding of the Resulting Company is held by the Demerged Company as on date.

### 4. TRANSFER OF UNDERTAKING

The Pharmaceutical Undertaking of the Demerged Company as defined in Clause 2(f), shall stand transferred to and vested in the Resulting Company, as a going concern, in accordance with Section 2(19AA) of the Income Tax Act and in the following manner:

- (a) With effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act and in relation to the mode of transfer and vesting, all the assets and properties, rights, claims, title, interest, hereditaments and authorities including accretions and appurtenances thereto such as dividends, or other benefits received of the Pharmaceutical Undertaking of the Demerged Company shall, without any further act, instrument or deed, be and the same shall stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, the estate, rights, titles, hereditaments and interests and authorities including accretions and appurtenances thereto such as dividends, or other benefits receivable that of the Resulting Company.

- (b) With effect from the Appointed Date, and subject to the provisions of this Scheme, all the debts, liabilities including entire existing fixed deposits of the Demerged Company, contingent liabilities, duties and obligations of every kind, nature and description of the Demerged Company relating to the said Pharmaceutical Undertaking of the Demerged Company shall stand transferred or deemed to have been transferred without any further act, instrument or deed of the Resulting Company, pursuant to the provisions of Sections 391 to 394 of the Act, so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- (c) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, certificates, clearances, quota, authorities, USFDA approvals, DMF approvals, ANDA approvals, ISO certifications, trademarks, patents, Intellectual property rights, leases, tenancy, assignments, allotments, power of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Pharmaceutical Undertaking, permissions or approvals or consents held by the Demerged Company required to carry on operations of Pharmaceutical Undertaking shall stand vested in or transferred to the Resulting Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Resulting Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the Resulting Company pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Demerged Company relating to the Pharmaceutical Undertaking, are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Resulting Company.
- (d) The transfer and vesting of Pharmaceutical Undertaking as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to Pharmaceutical Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Pharmaceutical Undertaking.
- (e) All debentures, bonds or other debt securities, if any, of the Demerged Company relating to the liabilities comprised in the Pharmaceutical Undertaking, (hereinafter referred to as the "Debt Securities") shall, pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Act, without any further act, instrument or deed, become the Debt Securities of the Resulting Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Resulting Company to the same extent as if it were the Demerged Company in respect of the Debt Securities so transferred.
- (f) With effect from the Appointed Date, and subject to the provisions of this Scheme all the Employees of the Pharmaceutical Undertaking of the Demerged Company shall stand transferred or deemed to have been transferred with all their accrued liabilities without any further act, instrument or deed of the Resulting Company, pursuant to the provisions of Sections 391 to 394 of the Act, so as to become as and from the Appointed Date, the employees of the Resulting Company and further that it shall not be necessary to obtain consent of any third party or other person, in order to give effect to the provisions of this Clause.

- (g) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Pharmaceutical Undertaking occurs by virtue of this Scheme itself, the Resulting 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 tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme, the Resulting Company shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.
- (h) It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Pharmaceutical Undertaking, which the Demerged Company owns or to which the Demerged Company is a party and which cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such asset in trust for the benefit of the Resulting Company to which the Pharmaceutical Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do, till such time as the transfer is effected.
- (i) Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Demerged Company as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Appointed Date and up to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.
- (j) All loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of Pharmaceutical Undertaking after the Appointed Date and up to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company in which the Pharmaceutical Undertaking shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the debts, liabilities, duties and obligations of the Resulting Company which shall meet discharge and satisfy the same.
- (k) Without prejudice to clause (a) above, it is expressly provided that in respect of such assets belonging to Pharmaceutical Undertaking of the Demerged Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Demerged Company, and shall become the property of the Resulting Company in pursuance of the provisions of Sections 391 to 394 and other applicable provisions of the said Act.
- (l) the Demerged Company may, if required, give notice in such form as it may deem fit and proper to each party, debtor or depositor as the case may be that pursuant to the High Court of Gujarat sanctioning the Scheme, the said debt, loan, advance, etc. be paid or made good or held on account of the Resulting Company as the person entitled thereto and that the right of the Demerged Company to recover or realise the same stands extinguished.
- (m) The Resulting Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the High Court of Gujarat having sanctioned the Scheme, the said person, debtor or depositor 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 Resulting Company to recover or realise the same is in substitution of the right of the Demerged Company.



- (n) The demerger and the transfer and vesting of the assets comprised in the Pharmaceutical Undertaking to and in the Resulting Company under this clause shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- (i) The existing securities, mortgages, charges, encumbrances or liens (the “Encumbrances”) or those, if any created by the Demerged Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Pharmaceutical Undertaking or any part thereof transferred to the Resulting Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they related or attached prior to the Effective Date and as are transferred to the Resulting Company, and such Encumbrances shall not relate or attach to any of the other assets of Resulting Company Provided however that no Encumbrances shall have been created by the Demerged Company in relation to any of the Pharmaceutical Undertaking after the Appointed Date without the prior consent of the Resulting Company.
  - (ii) In so far as any Encumbrances over the assets comprised in the Pharmaceutical Undertaking are security for liabilities of the Remaining Undertaking retained with the Demerged Company, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the Encumbrances shall only extend to and continue to operate against the assets retained with the Demerged Company and shall cease to operate against any of the assets transferred to the Resulting Company in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.
  - (iii) Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Gujarat to give formal effect to the above provisions, if required.
  - (iv) Upon the coming into effect of this Scheme, the Resulting Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to them respectively in terms of the Scheme, and the Demerged Company shall not have any obligations in respect of such liabilities, and the Resulting Company shall indemnify the Demerged Company in relation to any claim, at any time, against the Demerged Company in respect of the liabilities which have been transferred to the Resulting Company.
  - (v) It is expressly provided that, save as mentioned in this Clause (n), no other term or condition of the liabilities transferred to the Resulting Company is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
  - (vi) Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause (n) 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 shall stand modified and/or superseded by the foregoing provisions.

## **5. CONTRACTS, DEEDS AND OTHER INSTRUMENTS:**

- a) Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Pharmaceutical Undertaking of the Demerged Company is a party or to the benefit



of which Pharmaceutical Undertaking of the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Resulting Company as the case may be and may be enforced as fully and effectively as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary thereto. The Resulting Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into a tripartite arrangement, confirmation or novation to which the Demerged Company will, if necessary, also be a party in order to give formal effect to this Clause, if so required or become necessary.

- b) It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to Pharmaceutical Undertaking, which the Demerged Company owns or to which the Demerged Company is a party and which cannot be transferred to the relevant Resulting Company for any reason whatsoever, the Demerged Company shall hold such asset or any contracts deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company to which the Pharmaceutical Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do till such time as the transfer is effected.
- c) On and from the Appointed Date, if any certificate for tax deducted or collected at source or any other tax credit certificate relating to the business of the Pharmaceutical Undertaking is received in the name of the Demerged Company, it shall be deemed to have been received by the relevant Resulting Company which alone shall be entitled to claim credit for such tax deducted or paid.
- d) The advance income tax paid by the Demerged Company to the tax authorities can be allocated amongst the Demerged Company and the Resulting Company in proportion to the taxes (net of tax deducted at source) attributable to the taxable income of the relevant Demerged Undertaking in the books of accounts of the Demerged Company.

## **6. LEGAL PROCEEDINGS:**

- (a) Upon coming into effect of this Scheme, all suits, claims, actions and proceedings by or against or in relation to the Pharmaceutical Undertaking of the Demerged Company pending and / or arising on or before the Effective date shall be continued and be enforced by or against the Resulting Company as effectually as if the same had been pending and/or arising by or against the Resulting Company.
- (b) If proceedings are taken against Demerged Company in respect of the matters referred to in clause above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost and risk of the Resulting Company, and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof. In respect of such defence, the Resulting Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable Demerged Company to defend the same.
- (c) The Resulting Company also undertakes to reimburse and indemnify the Demerged Company against invocation of bank guarantee, if any, relating to the Pharmaceutical Undertaking after the Appointed Date.
- (d) The Demerged Company and the Resulting Company shall, to the extent possible, co-operate with each other in respect of any such contest, defence, litigation or settlement arising in respect of the Pharmaceutical Undertaking on or after the Appointed Date.
- (e) The Resulting Company will undertake to have all legal or other proceedings initiated by or against the Pharmaceutical Undertaking of the Demerged Company referred to in sub-clause (a) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Resulting Company.

- (f) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertaking) shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company, which relate to the Remaining Undertaking.
- (g) If proceedings are taken against the Resulting Company in respect of the matters referred to in sub- clause (a) above, the Resulting Company shall defend the same in accordance with the advice of the Demerged Company and at the cost and risk of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof. In respect of such defense, the Demerged Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable the Resulting Company to defend the same.

## **7. REMAINING UNDERTAKING OF THE DEMERGED COMPANY**

The Remaining Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company, (subject only in relation to encumbrances in favour of banks and financial institutions). For the purpose of clarity, the Remaining Undertaking will include but not limited to all the assets situated at the Vadodara Plant, Co-generation Power plants, Wind Mill Power project, Staff Colony at Vadodara, Mumbai Offices situated at Mahim and Sahar Road and Delhi Liaisoning Office, Alembic Business Park, other land and buildings at Vadodara. The Resulting Company may use the common facilities viz. Mumbai Office, Corporate Office etc. after the demerger on such terms and conditions as may be mutually agreed between the Demerged Company and the Resulting Company. All other regional offices relating to Pharmaceutical Undertaking whether owned or leased will be transferred to the Resulting Company.

## **8. OPERATIVE DATE OF THE SCHEME**

This Scheme though effective from the Appointed Date shall be operative from the Effective Date.

## **9. CONDUCT OF BUSINESS BY DEMERGED COMPANY AND RESULTING COMPANY TILL EFFECTIVE DATE:**

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

- (i) The Demerged Company shall carry on and shall be deemed to have carried on all its business and activities of the Pharmaceutical Undertaking as hitherto and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for the Resulting Company.
- (ii) All the profits or income accruing or arising to the Pharmaceutical Undertaking of the Demerged Company or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Pharmaceutical Undertaking of the Demerged Company shall, for all purposes be treated and be deemed to be and accrued as the profits or income or expenditure or losses or taxes of the Resulting Company, as the case may be.
- (iii) The Pharmaceutical Undertaking of Demerged Company shall carry on its business and activities with reasonable diligence, business prudence and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any liabilities or expenditure, issue any additional guarantee, indemnities, letter of comfort or commitments either for itself or on behalf of any third party, or

sell transfer, alienate, charge, mortgage, encumber or otherwise deal with the said Pharmaceutical Undertaking or any part thereof except in the ordinary course of business or if the same is expressly permitted by this Scheme or pursuant to any pre-existing obligation undertaken by the Pharmaceutical Undertaking of the Demerged Company prior to the Appointed Date, except with prior written consent of the Resulting Company.

Provided that as far as the obligations referred as above are concerned, the restrictions there under shall be applicable from the date of the acceptance of the present Scheme by the respective Board of Directors of the Demerged Company and Resulting Company even if the same are prior to the Appointed Date.

- (iv) The Demerged Company shall not vary the terms and conditions and employment of employees of the Pharmaceutical Undertaking except in the ordinary course of business or with approval of Resulting Company.
- (v) The Demerged Company shall not, without prior consent of the Resulting Company, take any major policy decisions in respect of management of the Pharmaceutical Undertaking other than in ordinary course of business.
- (vi) The Demerged Company and the Resulting Company shall not make any change in their respective capital structure either by any increase, (by issue of equity or shares on a right basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, reorganisation, or in any other manner which may, in any way, affect the Share Exchange Ratio, except by mutual consent of the respective Board of Directors of Demerged Company and the Resulting Company or except as may be expressly permitted or envisaged under this Scheme.

#### **10. ISSUE OF SHARES AND SECURITIES BY THE RESULTING COMPANY:**

- (a) Upon the Scheme becoming finally effective, in consideration of the transfer of and vesting of the Pharmaceutical Undertaking of the Demerged Company in the Resulting Company, the Resulting Company shall, subject to the provisions of the Scheme and without any further application, act, instrument or deed, issue and allot at par to every member of the Demerged Company, holding fully paid up Equity Shares in the Demerged Company and whose name appears in the Register of members of the Demerged Company on the Record Date or to his / her heirs, executors, administrators or the successors-in-title, as the case may be, in respect of every 1 (One) Equity Share of face value ₹ 2/- (Rupees Two only) each held by him in the Demerged Company, 1 (One) Equity Share of face value ₹ 2/- (Rupees Two Only) each shall be credited as fully paid-up in the Equity Share Capital of the Resulting Company.
- (b) The said shares shall be issued in dematerialized form by the Resulting Company, to those shareholders whose shares in the Demerged Company are in dematerialized form and shall be issued in physical form to those shareholders whose shares in the Demerged Company are in physical form, unless otherwise notified in writing by the shareholders of Demerged Company to the Resulting Company on or before such date as may be determined by the Board of Directors of Demerged Company. If any Bonus Equity Shares are issued by Demerged Company to the Equity Shareholders of Demerged Company on or before the Record Date, necessary adjustments in the number of shares to be issued and the ratio of the shares will be made by the Board of Directors of the Demerged Company in consultation with the Resulting Company.
- (c) In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors or any committee thereof of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Resulting Company issued by the Resulting Company after the effectiveness of this Scheme

- (d) The said new Equity Shares issued and allotted by the Resulting Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Resulting Company and shall rank for voting rights and in all other respects pari-passu with the existing Equity Shares of the Resulting Company.
- (e) Equity shares of the Resulting Company issued in terms of clause 10 of this Scheme may be listed and / or admitted to trading on the National Stock Exchange and / or the Bombay Stock Exchange and / or any other Stock Exchange where the shares of Demerged Company are listed and / or admitted to trading in terms of the SEBI (Issue of Capital and Disclosure Requirements) Regulations (ICDR) 2009 and circulars/regulations/rules or directions issued by Securities and Exchange Board of India under section 11 of the Securities and Exchange Board of India Act, 1992. The Resulting Company shall enter into such and give such confirmations and / or undertaking as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges. On such formalities being fulfilled the said Stock exchanges shall list and / or admit such equity shares also for the purpose of trading.
- (f) For the purpose of issue of equity shares to the shareholders of the Demerged Company, the Resulting Company shall, if and to the extent required, apply for and obtain the required statutory approvals and other concerned regulatory authorities for the issue and allotment by the Resulting Company of such equity shares.
- (g) The Equity Shares to be issued by the Resulting Company pursuant to this Scheme in respect of Equity Shares of Demerged Company, which are not fully paid up shall also be kept in abeyance and dealt with by the Resulting Company when they become fully paid-up, based on information periodically provided by Demerged Company to the Resulting Company.
- (h) Unless otherwise determined by the Board of Directors or any committee thereof of Demerged Company and the Board of Directors or any committee thereof of the Resulting Company, issuance of Equity shares in terms of Clause 10 shall be done within 45 days from the Effective Date.
- (i) For the purpose of Income Tax Act, 1961 :
  - (i) The cost of acquisition of the shares of the Resulting Company in the hands of the shareholders of the Demerged Company shall be the amount which bears to the cost of acquisition of shares held by the shareholder in the Demerged Company the same proportion as the net book value of the assets transferred in the Demerger to the Resulting Company bears to the net worth of the Demerged Company immediately before the Demerger hereunder.
  - (ii) The period for which the share(s) in the Demerged Company were held by the shareholders shall be included in determining the period for which the shares in the Resulting Company have been held by the respective shareholder.
- (j) The issue and allotment of Equity Shares by the Resulting Company as provided in the Scheme shall be deemed to have been carried out by following the procedure laid down under Section 81(1A) of the Companies Act, 1956, if applicable, and other applicable provisions of the Act.
- (k) The Shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the Designated Stock Exchange. There shall be no change in the shareholding pattern or control in Alembic Pharma Limited between the record date and the listing which may affect the status of the approval of the Stock Exchange.
- (l) No fractional entitlements shall be issued in favour of any member of Demerged Company holding Equity Shares of the Demerged Company in respect of the fractional entitlements if any, to which he may be entitled on issue or allotment of the shares of the Resulting Company as aforesaid. The Board of Directors of the Resulting Company

shall instead consolidate all such fractional entitlements and allot shares in lieu thereof to a director or an authorized officer of the Resulting Company with express understanding that such director or the officer shall sell the same at the best available price in one or more lots by private sale / placement or by auction as deemed fit (the decision of such director or the officer as the case may be as to the timing and method of the sale and the price at which such sale has been given effect to shall be final) and pay the sales proceeds to the Resulting Company. The net sale proceeds thereupon shall be distributed among the members of the Demerged Company in the proportion of their fractional entitlements in the Resulting Company.

**11. ACCOUNTING BY THE DEMERGED COMPANY AND THE RESULTING COMPANY IN RESPECT OF ASSETS AND LIABILITIES:**

**11.1 Accounting treatment in the books of the Demerged Company:**

- a) The assets and the liabilities of the Demerged Company being transferred to the Resulting Company shall be at values appearing in the books of accounts of the Demerged Company as on the closure of March 31, 2010.
- b) An amount equivalent to net book value of the assets (net of liabilities) of the Pharmaceutical Undertaking transferred to the Resulting Company by the Demerged Company in terms of this Scheme, shall be appropriated against Securities Premium account of the Demerged Company, and after such appropriation, will be further appropriated against General Reserve Account / Profit and Loss Account of the Demerged Company to the extent required.
- c) The general and multipurpose loan obtained by the Demerged Company from various Banks will be apportioned between the Demerged Company and the Resulting Company in the ratio of the value of the assets allocated to both the Demerged Company and the Resulting Company and respective charges will be created over the assets of the respective Companies.
- d) The book value of investment by the Demerged Company in the share capital of Resulting Company will be continued and shall not be cancelled.

**11.2 Accounting treatment in the Books of the Resulting Company:**

- a) Upon coming into effect of this Scheme and upon the arrangement becoming operative, the Resulting Company shall record the assets and liabilities (including the portion of the Loan obtained for the Pharmaceutical Undertaking from various Banks) comprised in the Pharmaceutical Undertaking transferred to and vested in them pursuant to this Scheme, at the same value appearing in the books of the Demerged Company as on the closure of March 31, 2010.
- b) The Resulting Company shall credit the Share Capital Account in its books of account with the aggregate face value of the new equity shares issued to the shareholders of the Demerged Company pursuant to Clause 10 of this Scheme.
- c) The excess or deficit, if any, remaining after recording the aforesaid entries shall be credited by the Resulting Company to its General Reserve Account or debited to Goodwill / Securities Premium Account, as the case may be. The General Reserve created, if any, shall be treated for all purposes, as free reserve.
- d) On allotment of shares by the Resulting Company in terms of Clause 10 above, the existing shareholding of the Demerged Company, in the Resulting Company shall be continued as an integral part of this Scheme and hence no reduction in the Share Capital will take place.
- e) The borrowing limits of the Resulting Company in terms of Section 293(1)(d) read with Section 293(1)(a) of the Act shall, without any further act, instrument or deed, stand enhanced to an amount ₹ 2000 Crores over and above its paid up capital and free reserves.



## **12. REORGANIZATION OF AUTHORISED SHARE CAPITAL**

### **12.1 AUTHORISED SHARE CAPITAL OF THE DEMERGED COMPANY**

- a) Upon the scheme becoming effective, the existing preference share capital of ₹ 5 Crores consisting of 5,00,000 Preference Shares of ₹ 100/- each shall stand reclassified as equity shares of ₹ 5 Crores consisting of 2,50,00,000 equity shares of ₹ 2/- each pursuant to 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be without any further act, instrument or deed.
- b) Upon the scheme becoming effective, the Authorised Share Capital of the Demerged Company shall stand transferred to the Resulting Company without any further act, instrument or deed and without payment of any fees, stamp duty etc. to the extent of ₹ 20,00,00,000 (Rupees Twenty Crores) pursuant to 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be without any further act, instrument or deed.
- c) Consequentially, upon Scheme being effective,  
Clause V of the Memorandum of Association of the Demerged Company (relating to authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

“The authorised share capital of the Company is ₹ 30,00,00,000/- (Rupees Thirty Crores only) divided into 15,00,00,000 (Fifteen Crores Only) Equity Shares of ₹ 2/- (Rupees Two only) each , with power to classify or reclassify, increase or reduce the capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf and with the power to divide the share capital for the time being into several classes and to attach thereto respectively any preferential. qualified or special rights, privileges or condition including as to voting and to vary, modify or abrogate the same in such manner as may be determined by or in accordance with these present and the Articles of Association.”

### **12.2 AUTHORISED SHARE CAPITAL OF THE RESULTING COMPANY**

- a) Upon the scheme being effective, the Authorized Capital of the Resulting Company shall stand increased by ₹ 20,00,00,000 (Rupees Twenty Crores) which shall stand transferred from the Authorized Capital of Demerged Company to the Resulting Company without any further act, instrument or deed and without payment of any fees, stamp duty etc.
- b) Upon the scheme being effective, the Authorized Capital of the Resulting Company shall stand increased by ₹ 8,00,00,000 (Rupees Eight Crores) without any further act, instrument or deed but subject to payment of fees and stamp duty thereon.
- c) Consequentially, upon Scheme being effective,
  - (i) Clause V of the Memorandum of Association of the Resulting Company (relating to authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:  
“The Authorized share capital of the Company is ₹ 40,00,00,000/- (Rupees Forty Crores only) divided into 20,00,00,000 (Twenty Crores Only) Equity Shares of ₹ 2/- (Rupee Two only) each with power to classify or reclassify, increase or reduce the capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf and with the power to divided the share capital for the time being into several classes and to attach thereto respectively any preferential, qualified or



special rights, privileges or condition including as to voting and to vary, modify or abrogate the same in such manner as may be determined by or in accordance with these present and the Articles of Association.”

12.3 Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid alterations in the memorandum and Articles of Association of both the Demerged Company and Resulting Company viz. Change in the Capital Clause, referred above, shall become operative on the scheme being effective by virtue of the fact that the Shareholders of the Demerged Company and the Resulting Company while approving the Scheme as a whole at duly convened meetings or by virtue of written consent letter, have also resolved and accorded the relevant consents as required respectively under Sections 16, 31, 94 and 394 of the Companies Act, 1956 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.

### **13. REDUCTION OF SECURITIES PREMIUM AND/OR GENERAL RESERVE OF THE DEMERGED COMPANY.**

Upon the Scheme being finally effective, in view of the transfer of Pharmaceutical Undertaking by the Demerged Company

- i. An amount equivalent to net book value of assets (net of liabilities) of the Pharmaceutical Undertaking transferred to the Resulting Company by the Demerged Company in terms of this Scheme, shall be firstly appropriated against Securities Premium Account of Demerged Company and after such appropriation, balance left if any, will be secondly appropriated against the General Reserve Account / Profit and Loss Account of the Demerged Company.
- ii. It is proposed that the entire amount of ₹ 4057.47 lacs standing to the credit balance of Share Premium Account in the books of the Demerged Company as on the Appointed Date, shall be so utilized for the said adjustment.
- iii. The same amounts to reduction of capital under sec. 78 and 100 of the Companies Act. However, the same is consequential in nature and is proposed to be effected as an integral part of the Scheme. The approval of the members of the De-merged Company to the proposed Scheme at the Court convened meeting, shall be deemed to be their approval under the provisions of Sections 78, 100 and all other applicable provisions of the Act to such reduction of capital of the De-merged Company and the De-merged Company shall not be required to undertake any separate proceedings for the same. The order of the Honorable High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act. In view of the same, the Resulting Company shall not be required to separately comply with Sec. 100 or any other provisions of Companies Act, 1956. The De-merged Company shall not be required to add “And Reduced” after its name.

### **14. TAXES**

All Taxes (including income tax, sales tax, excise duty, custom duty, service tax VAT etc) paid or payable by the Demerged Company in respect of the operations and/or profits of the Demerged Company before the Appointed Date, shall be on account of the Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, excise duty, custom duty, service tax, VAT etc), whether by the way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the Pharmaceutical Undertaking after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.

### **15. DIVIDEND, PROFIT, BONUS, RIGHT SHARES, MANAGEMENT AND ADMINISTRATION:**

At any time upto the Effective Date

- a) The Resulting Company shall not declare/or pay dividends which are interim or final relating to any period commencing on or after the Appointed Date unless agreed to by the Board of Directors of both the Companies.

- b) The Demerged Company and the Resulting Company, except mentioned otherwise in this Scheme shall not issue or allot any right shares, or Bonus Shares or any other security converting into Equity or other Share Capital or obtain any other financial assistance converting into Equity or other Share Capital, unless agreed to by the Board of Directors of both the Companies.
- c) The resolutions relating to Pharmaceutical Undertaking , if any, of The Demerged Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company and if any such resolutions have an upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be valid and shall constitute for the Resulting Company.

#### **16. DEMERGED COMPANY'S EMPLOYEES:**

On the Scheme taking effect as aforesaid, all officers and employees of the Demerged Company, engaged in the activities of the Pharmaceutical Undertaking to be transferred, in service on the Effective Date, shall become the officers and employees of the Resulting Company on such date as if they were in continuous service without any break or interruption in service and on the terms and conditions as to remuneration not less favourable than those subsisting with reference to the Demerged Company as on the said date.

It is expressly provided that as far as Provident Fund, Gratuity Fund, Pension Fund and/ or Superannuation Fund or Trusts created by the Pharmaceutical Undertaking of the Demerged Company or any other special funds / Scheme(s) created or existing for the benefit of the officers and employees of the Pharmaceutical Undertaking are concerned, upon the Scheme becoming effective, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever related to the administration or operation of such Scheme(s)/Fund(s) or in relation to the obligation to make contribution to the said Schemes/Funds in accordance with the provisions of such Schemes/Funds as per the terms provided in the respective Trust Deeds. It is the end intent that all the rights, duties, powers and obligations of the Pharmaceutical Undertaking of the Demerged Company in relation to such fund shall become those of the Resulting Company. It is clarified that the services of the officers and employees of the Pharmaceutical Undertaking of the Demerged Company will be treated as having been continuous without any break or interruption for the purpose of aforesaid Schemes/Funds. It is however, clarified that the Resulting Company shall be eligible and entitled to effect the transfer of the officers and employees of the Pharmaceutical Undertaking of the Demerged Company in ordinary and usual course of business and as per business prudence, the Board of Directors of the Resulting Company shall be eligible to re-assess and to re-allocate any of the activity undertaken by the employees of the Pharmaceutical Undertaking of the Demerged Company. Upon the Scheme taking effect, the Pharmaceutical Undertaking of the Demerged Company shall stand substituted by The Resulting Company for all purposes whatsoever in relation to the administration of or obligations, right, duties (including under the respective Deeds pertaining thereto) and liabilities under or in respect of or pertaining to the Provident Fund, Gratuity Fund, Superannuation Fund, pension scheme or any other scheme or fund created or existing for the benefit of the employees or officers of the business of Pharmaceutical Undertaking of the Demerged Company.

All officers and employees of the Demerged Company engaged in the activities of the Vadodara Undertaking and the Remaining Undertaking shall continue to remain in service with Demerged Company.

All other employees of the Demerged Company working at the Registered Office who could not be specifically identified for the Pharmaceutical Undertaking, will provide their services to Resulting Company for a period up to 24 months on such terms and conditions as may be mutually agreed between the Resulting Company and the Demerged Company.

#### **17. BOARD RECONSTITUTION**

At any time before or after the Record Date, Board of Directors of the Resulting Company shall be reconstituted so as to comply with the Listing requirements.

## **18. REORGANISATION OF THE VADODARA UNDERTAKING**

Subsequent to the demerger, as on the Appointed Date, the Assets of the Vadodara Undertaking will be revalued and such a revaluation will be done by an approved valuer in accordance with the Accounting Standard 10 issued by the Institute of Chartered Accountant of India. The net increase in net book value of the Assets including out of the revaluation of the appurtenant land of the Vadodara Undertaking, will be firstly credited directly to the owner's interests under the head of Revaluation Reserve. The said Revaluation Reserve shall be renamed as Business Restructuring Reserve pursuant to the Scheme, to be referred to as such or by any other name and such Reserve shall be available to meet the costs, expenses, and losses, including on account of impairment of or write-down of assets of the Vadodara Undertaking, which may be suffered by AL, pursuant to this Scheme or otherwise in course of its business or in carrying out such re-organisation of operations of Vadodara Undertaking or any of its subsidiaries, as the Company considers necessary or appropriate. Such Reserve shall be arising out of this Scheme and shall not be considered as a reserve created by AL. Depreciation, after revaluation will be charged on the revalued amount of the Assets.

## **19. APPLICATION TO THE HIGH COURT**

The Demerged Company and the Resulting Company shall make all applications/petitions under Sections 391 to 394 and other applicable provisions of the Act to the Hon'ble High Court of Gujarat for sanctioning of this Scheme of Arrangement for carrying this Scheme into effect and obtain all approvals as may be required under law.

## **20. MODIFICATIONS, AMENDMENTS TO THE SCHEME**

The Demerged Company (by their Directors) and the Resulting Company (by their Directors) may in its full and absolute discretion assent from time to time on behalf of all persons concerned to any modifications or amendments or addition to this Scheme or to any conditions or limitations which the Hon'ble High Court, Gujarat or any authorities under the Law may deem fit to approve of or impose and / or to resolve any doubt or difficulties that may arise for carrying out this Scheme and to do and execute all such acts, deeds, matters and things as may be necessary, desirable or proper for carrying the Scheme into effect.

For the purpose of giving effect of this Scheme or to any modifications or amendments, thereof, the Directors of the Demerged Company and/or the Resulting Company may give and are authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

## **21. SCHEME CONDITIONAL UPON APPROVALS/ SANCTIONS**

This Scheme is specifically conditional upon and subject to:

- a) The approval of and agreement to the Scheme by the requisite majorities of such classes of persons and creditors of the Demerged Company and Resulting Company as may be directed by the Hon'ble High Court of Gujarat on the applications made for directions under Sections 391 to 394 of the said Act for calling meetings or otherwise and necessary resolutions being passed / consents obtained under the Act for the purpose.
- b) The sanctions of the Hon'ble High Court of Gujarat being obtained under Sections 391 to 394 and other applicable provisions of the Act, if so required on behalf of the Demerged Company and Resulting Company.
- c) The certified copies of the High court orders referred to in this Scheme being filed with the Registrar of Companies, Gujarat.

## **22. EFFECTIVE DATE OF THE SCHEME**

This Scheme although to come into operation from the Appointed Date shall not come into effect until the last date viz.:

- a) The date on which the last of all the consents, approvals, permissions resolutions sanctions and/or orders as are hereinabove referred to have been obtained or passed; and

- b) The date on which all necessary certified copies of the order under sections 391 and 394 of the Act are duly filed with the Registrar of Companies, Gujarat and such date shall be referred to as Effective Date for the purpose of the Scheme.

### **23. EXPENSES CONNECTED WITH THE SCHEME**

All costs, charges and expenses, including any taxes and duties of the Demerged Company and the Resulting Company respectively in relation to or in connection with or incidental to this Scheme and of carrying out and completing the terms of this Scheme shall be respectively borne and paid by the Demerged Company and the Resulting Company.

#### **Schedule – I-A Manufacturing Facilities and R&D centre of Pharmaceutical Undertaking:**

1. Formulation and API manufacturing Facilities situated at Panelav, Taluka Halol, Dist. Panchmahals – 389 350.
2. Formulation and API manufacturing Facilities situated at Village Karkhadi, Taluka Padra, Dist. Vadodara
3. Formulation manufacturing Facilities situated at Plot No.21, 22, EPIP – Phase I, Jharmajri, Baddi, Tehsil – Nalagarh, Dist. Solan, Himachal Pradesh.
4. Research & Development Centre situated at Alembic-Gorwa Road, Vadodara 390 003 (Revenue Survey No.1093/1, Nal Land-1 (part) and Nal Land-2(part) in Gorwa Village, Registration District Vadodara Sub District Vadodara).

#### **Schedule – I-B Investments pertaining to Pharmaceutical Undertaking :**

1. Investments in the share capital of Incozen Therapeutics Private Limited.(1000000 equity shares of the face value of ₹ 10/- each).
2. Investments in the share capital of Alembic Global Holding SA, a wholly owned subsidiary company in Switzerland(100000 equity shares of the face value of CHF 1 each).

#### **Schedule – II Particulars of the Assets at Vadodara Undertaking**

1. Manufacturing facility situated at Alembic Road, Vadodara - 390 003.
2. Co-generation power plant situated at Alembic Road, Vadodara - 390 003.

Dated this 24<sup>th</sup> day of January 2011.

Witness Sudhanshu Jyoti Mukhopadhaya Esquire,  
The Chief Justice at Ahmedabad  
aforesaid this Twenty Fourth day of January Two Thousand Eleven.

By the order of the Court  
Sd/-  
K. M. Shaikh  
Additional Registrar (Judicial)  
This 10<sup>th</sup> day of March 2011

Sd/-  
N. D. Tekani  
Sealer  
This 10<sup>th</sup> day of March 2011

Order drawn by:

Sd/-  
(Swati Saurabh Soparkar)  
Advocate

301, Shivalik-10, Opp. SBI Zonal Office,  
Near Old Excise Chowky, S.M. Road,  
Ambavadi, Ahmedabad 380 015.

**List of Assets, rights, titles of the Pharmaceutical Division (De-merged Undertaking) of ALEMBIC LIMITED including but not limited to as on 24/01/2011 to be transferred to ALEMBIC PHARMA LIMITED, pursuant to the scheme sanctioned by the Hon'ble Gujarat High Court.**

Schedule

Part I

**Particulars of Freehold Properties**

(i) Land:

(A) All that piece and parcel of land including following Revenue Survey Numbers in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:

On or towards North : Property of Paushak Ltd.R.S.No.79/p  
 On or towards South : Property of Dhir Krushi Mangal Society  
 (R.S.No.149) and Private Land (R.S.No.89,90,117,&118)  
 On or towards East : Property of Paushak Ltd.(R.S.no.79/p and Naliya Road  
 On or towards West : Village Panelav to Tajpura Naliya Road

S.N.	Rev. Survey No	Area (Sq.Mt)	Remarks
1	82	16896	N.A. Industrial
2	83	14872	N.A. Industrial
3	84	23978	N.A. Industrial
4	87	13152	N.A. Industrial
5	88	20032	N.A. Industrial
6	119	14731	N.A. Industrial
7	120	17402	N.A. Industrial
8	121	19931	N.A. Industrial
9	131	10623	N.A. Industrial
10	132	10724	N.A. Industrial
11	133	14670	N.A. Industrial
12	134	14569	N.A. Industrial
13	79/A/1	20,000	Subject to approvals from Revenue Department, Gujarat

(B) All that piece and parcel of land including following Revenue Survey Numbers in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:

On or towards North : Property of Paushak Ltd.R.S.No.79/p  
 On or towards South : Village Road Tajpura to Gopipura  
 On or towards East : Property of Paushak Ltd.R.S.no.136,145,  
 On or towards West : Property of Paushak Ltd R.S.no.138 & 79/p

S.N.	Rev. Survey No	Area (Sq.Mt)	Remarks
1	79/B/1	8094	Subject to approvals from Revenue Department, Gujarat
2	137	15580	N.A. Industrial
3	144/1	4500	N.A. Industrial
4	144/2	13330	N.A. Industrial
5	144/3	2000	N.A. Industrial
6	145/1	1315	N.A. Industrial
		(approx.)	



- (C) All that piece and parcel of land at Revenue Survey Number 97/2 admeasuring approx. 8094 sq. mts in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:
- On or towards North : Revenue Survey No. 62
  - On or towards South : 97/1
  - On or towards East : Gochar land R.S.no.79/p
  - On or towards West : Private Land R.S.No.98
- (D) All that piece and parcel of land situated at Block No.843/Paiki admeasuring approx. 20,653 sq.mts at ECP Channel Road, Village Karakhadi, Taluka Padra, Dist Vadodara (Gujarat) bounded as follows:
- On or towards East : Property of Tarak Chemicals Pvt. Ltd.
  - On or towards West : ECP Road
  - On or towards North : Property of Tarak Chemicals Pvt. Ltd.
  - On or towards South : Land bearing Block nos. 30A/830B/831
- (E) All that piece and parcel of land situated at Block No.842 admeasuring 7373 sq. mts. & Block No.843 admeasuring approx. 81,799 sq.mts. located at ECP Channel Road, Village Karakhadi, Taluka Padra, Dist Vadodara (Gujarat) bounded as follows:
- On or towards East : Property of Sterling Gelatin Ltd.
  - On or towards West : By Block no.830/B, 831 and cart road
  - On or towards North : By Effluent Channel Road
  - On or towards South : By Block nos.778, 777, 776, 775, 773, 772, 771 and 753
- (F) All that piece and parcel of land situated in portions of Revenue Survey Numbers 1101/2(part), 1093/1(part) and Nal Land-2(part) [wherein Nal Land-2 is subject to prior requisite approvals from Revenue Department, Gujarat] totally admeasuring approx. 7981.79 sq. mts. located at Village Gorwa, Behind Alembic Business Park, Taluka Vadodara, District Vadodara (Gujarat) bounded as follows:
- On or towards East : Private Property R.S.no.1111 & 1106
  - On or towards West : Internal Road and Alembic Business Park
  - On or towards North : 1101/1p
  - On or towards South : Subhanpura Revenue Survey no.97 & 96

(ii) Building:

- (A) All that industrial constructed areas and buildings termed as “API Plant –I” admeasuring approx. 28,638.45 sq. mts. built up area located at portions of Revenue Survey no. 119, 120 and 121 in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:
- On or towards North : Internal Road and Rev. Survey No.82, 83
  - On or towards South : Property of Dhir Krushi Mangal Society R.S.no. 149 & 90
  - On or towards East : Formulations Division (R.s.no.133/p & 132/p)
  - On or towards West : Revenue Survey no.84
- (B) All that industrial constructed areas and buildings termed as “Formulations Division” admeasuring approx. 6733.31 sq. mts. built up area located at portions of Revenue Survey no. 132, 133 and 134 in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:
- On or towards North : Internal Road and Rev. Survey No.131
  - On or towards South : Private Property (R.S.No.117 & 118)
  - On or towards East : Revenue Survey No.79/A/1
  - On or towards West : API Plant – I R.S.no.132/p & 133/p
- (C) All that industrial constructed areas and buildings termed as “API Plant –II” admeasuring approx. 5762.36 sq. mts. built up area located at portions of Revenue Survey no. 137, 144/1, 144/2, 144/3, 145/1 in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:
- On or towards North : Property of Paushak Ltd (R.S.No.79/p)



On or towards South : Village Road Tajpura To Gopipura  
On or towards East : Property of Paushak Ltd (R.S.No.136 & 145/p2)  
On or towards West : Property of Paushak Ltd (R.S.No.138 & 79/p)

- (D) All that Research and Development constructed areas and buildings termed as “Bio-Arc centre” admeasuring approx. 7803 sq. mts. Built up area located at portions of Revenue Survey Numbers 1101/2(part), 1093/1(part) and Nal Land-2(part) [wherein Nal Land-2 is subject to prior requisite approvals from Revenue Department, Gujarat] totally admeasuring approx. 7981.79 sq. mts. located at Village Gorwa, Behind Alembic Business Park, Taluka Vadodara, District Vadodara (Gujarat) bounded as follows:

On or towards East : Private Property (R.S.no.1111 & 1106)  
On or towards West : Internal road and Alembic Business Park  
On or towards North : (R.S.no.1101/p)  
On or towards South : Subhanpura Revenue Survey no.97 & 96

- (E) All that industrial constructed areas and buildings termed as “Karakhadi Plant” admeasuring approx. 9170.59 sq. mts. built up area located at portions of Block No.843/P, 842 and 843, ECP Channel Road, Village Karakhadi, Taluka Padra, Dist Vadodara (Gujarat) bounded as follows:

On or towards East : Property of Sterling Gelatin Ltd.  
On or towards West : By Block no.830/B, 831 and cart road  
On or towards North : By Effluent Channel Road  
On or towards South : By Block nos.778, 777, 776, 775, 773, 772, 771 and 753

- (F) Office No.S-5, Shradha House, Second floor, Sardar Vallabhbhai Patel Marg (Kingsway), Nagpur having built up area of 60.02 sq. mts with undivided 1.1212% share and interest in the building standing (on the SAID PLOT) thereon known as “Shradha House” therein TogetherWith all that R. C. C. Superstructure and with all common facilities jointly owned in ‘Shradha House’ comprising of six storied complex and also having the two lifts therein and Office No.S-5 is bounded as under:

On the East : Compound Wall of S.B.I  
On the West : Common Passage  
On the North : Stair Case  
On the South : Office No.S-6

- (G) Office No. 304 on the Third Floor admeasuring 29.44 sq. mts area in Spectrum Commercial Centre, Nr. Relief Cinema, Salapose Road, Ahmedabad-380001 as per details below:

Ward*	Survey No.	Mun. Plot no	Office No.	Area	Mun.Sr. No.
Kalupur-3	4023 paiki	2	304 (Old No. 4)	29.44 sq. mts.	1344 / 119

\*Remarks: Subject to approval of Revenue Department, Gujarat

Towards East : Passage area and entrance  
Towards West : Balcony and Salapose Road area  
Towards North : Office No.303 premises  
Towards South : Office No.305 premises

- (H) All that industrial constructed areas and buildings termed as “Neomer Division” admeasuring approx. 5511.90 sq. mts. built up area located at portions of Revenue Survey no. 82, 83 in Village Panelav, P.O. Tajpura, Taluka Halol, Dist Panchmahal (Gujarat) bounded as follows:

On or towards North : Property of Paushak Ltd ( R.S.No.79/p)  
On or towards South : Revenue Survey 119, 121  
On or towards East : Revenue Survey Property of Paushak Ltd ( R.S.no.79/p)  
On or towards West : Revenue Survey 84

## Part II

### Particulars of Leasehold Properties

(i) Land:

(A) All that piece and parcel of Leasehold Land for ninety five years in Plot No.21, 22 and adjoining areas admeasuring approx. 19,227 sq. mts situated at Export Promotion Industrial Park, Industrial Area, Phase I, Jharmajri Export Unit, Baddi, Tehsil Nalagarh, Dist Solan (Himachal Pradesh) bounded as follows:

On or towards South : Road  
 On or towards North : River  
 On or towards East : D.S.Industries  
 On or towards West : Wipro Ltd.

(B) All that piece and parcel of Leasehold land for ninety nine years Khasra No.209, 210 and 212, Khatyan no.08 admeasuring approx. 31,136 sq. mts situated at Namli Block (Ranipool), Rumtek Ilaka, Gangtok (Sikkim) bounded as follows:

On or towards East : Land of Shri Lall Bahadur Subba  
 On or towards West : National Highway 31A & land of Shri Tulshi Sharma  
 On or towards North : Jhora  
 On or towards South : Khasmal

(ii) Building:

(A) All that industrial constructed areas and buildings termed as “Baddi Plant” admeasuring approx. 14,440 sq. mts. built up area located at portions of Plot No.21 and 22 situated at Export Promotion Industrial Park, Industrial Area, Phase I, Jharmajri Export Unit, Baddi, Tehsil Nalagarh, Dist Solan (Himachal Pradesh) bounded as follows:

On or towards South : Road  
 On or towards North : River  
 On or towards East : D.S.Industries  
 On or towards West : Wipro Ltd.

## Part III

### A. Particulars of Investment in Shares & Securities

No. of Shares	Description	Face Value	Current Market Value
10,00,000	Investments in the share capital of Incozen Therapeutics Private Limited	Rs.10/ – each Total Rs.1,00,00,000	N.A. since the Company is not listed
1,00,000	Investments in the share capital of Alembic Global Holding SA, a wholly owned subsidiary company in Switzerland	CHF 1 each Total CHF 1,00,000	N.A. since the Company is not listed

### B. Particulars of Bank Accounts

Name of Bank	Branch Address	Type	Account No.
Bank of Baroda	Sayajigung, Baroda	Cash Credit	261605 00 00 00 03
Axis Bank Ltd	Vardhaman Complex, Opp GEB Race Course Circle (N), Vadodara	Cash Credit	0130103 00 000 300
Axis Bank Ltd	Vardhaman Complex, Opp GEB Race Course Circle (N), Vadodara	EEFC	0130202 000 44828

Axis Bank Ltd	Corporate Center, Ground Floor, CTS No. 271, Andheri-Kurla Road, Andheri(E), Mumbai 400059	Current Account	328010200002905
Bank of India	4/8 Asaf Ali Road, Post Box 7044, New Delhi – 110002	Current Account	600120110000390
BNP Paribas	Unit Nos. 203, Sakar II, Ellisbridge, Ahmedabad – 380 006	Current Account	10002600145
Citibank NA	1st Floor, Pelican, Opp Race Course Towers, Gotri Road, Baroda	Current Account	0343127006
Citibank NA	1st Floor, Pelican, Opp Race Course Towers, Gotri Road, Baroda	EEFC	0343127014
Dena Bank	Mahim, Mumbai	Current Account	011211001034
HDFC Bank Ltd	Manelaji Wadia Bldg, Ground Floor, Nanik Motwani Marg, Fort, Mumbai-23	Current Account	00600310013046
HDFC Bank Ltd	Mehta House, Sai Road, Baddi, Tehsil Nalagarh, Baddi – 173205	Current Account	06502320001106
HDFC Bank Ltd	Arun Complex, 36, Alkapuri Society, Baroda	EOU	00330310000580
HDFC Bank Ltd	Arun Complex, 36, Alkapuri Society, Baroda	FD	00330310000570
HDFC Bank Ltd	Arun Complex, 36, Alkapuri Society, Baroda	FD	00332220000229
HDFC Bank Ltd	Arun Complex, 36, Alkapuri Society, Baroda	Over Draft	00330110000144
ICICI Bank Ltd	1st Floor, Trans Trade Center, Near Floral Deck Plaza, Seepz, Andheri (E), Mumbai 400093	Current Account	000405030389
ICICI Bank Ltd	Land Mark, Race Course Circle, Vadodara	Current Account	000351000032
ICICI Bank Ltd	Land Mark, Race Course Circle, Vadodara	FD	000351000091
ICICI Bank Ltd	Land Mark, Race Course Circle, Vadodara	FD	000305001728
IDBI Bank Ltd	Fauji Complex, Main Sai Raod, Baddi, Himachal Pradesh – 173205	Cash Credit	165655100000019
IDBI Bank Ltd	1st Floor, R C Dutt Road, Alkapuri, Vadodara	Cash Credit	0216551 00 00 00 19
ING Vysya Bank Ltd	Race Course Circle, Nr. Alkapuro Tel Exchange, Swing Complex, Vadodara	Current Account	560011010502
The Royal Bank of Scotland	7, Alkapuri, Baroda – 390007	Current Account	000002394006

The Royal Bank of Scotland	7, Alkapuri, Baroda – 390007	Current Account	000007320876
The Royal Bank of Scotland	7, Alkapuri, Baroda – 390007	EEFC	000007233620
The Royal Bank of Scotland	7, Alkapuri, Baroda – 390007	PCFC	000007320434
Standard Chartered	90, M G Road Fort, Mumbai	Current Account	22205346126
Stat Bank of Patiala	Tehsil Nalagarh, Dist Solan, Himachal Pradesh	Current Account	55082523674
State Bank of India	58, Shrimail Society, Navrangpura, Ahmedabad	Current Account	31124776299
State Bank of India	Cargo Complex Branch, Satelite Building, Sahar, Mumbai – 400 099	International Cargo	11147701826
State Bank of India	Nahavasheva Port Project, Jawahar Custom House, Nahavasheva, Navi Mumbai	Nhava Seva	00000010072931351

- C. Registration with Various Authorities under respective laws, Bodies etc. including but not limited to:

API Manufacturing Facility(Old Nirayu) at Panelav

Name of Authority	Nature of Registration/ License	Registration / License Number
Issuing Authority : District Magistrate Panchmahal, Godhra	Solvent/ Reffinate/ Slop	18/2005
Issuing Authority : Ministry of Environment & Forest, I.A. Division, New Delhi	Environment Clearance	J11011/52/2001-IA II(I)
Issuing Authority : Gujarat Pollution Control, Gandhinager	Pollution control NOC	PC/PN-115/ 25337
Issuing Authority : Nandesari Environment Control Limited, Nandesari, Vadodara	Disposal of wastes	Nandesari/ 25.7.2002
Issuing Aythority : Vallabh Gas Agency, Halol	LPG Gas Bottle	C ID – 6741
Issuing Aythority : BSNL, Halol	Telephone connection	02676-247516, 02676-247099, 02676-247067, 02676-247255, 02676-223468,
Issuing Authority : ISOQAR (India) Pvt. Ltd.	ISO Certification	ISO 9001-2008 : 6719QMS001 HACCP
Issuing Authority : Assistant Controller of Legal Metrology, PMS/ Dahod	Weighing balance	76/50 77/19 78/41 74/90

Issuing Authority : Assistant Controller of Legal Metrology, PMS/ Dahod	Weighing weight	75/08 72/76 37/23 36/05 22/99 55/0046 98/55
Issuing Authority : MGVCL	Lay out Agreement	EI/INS/Plant/696/2009
Issuing Authority : GUJARAT BOILER INSPECTION DEPARTMENT	Boiler	MNB/VD/6642
Issuing Authority: ENERGY AND PETROCHEMICAL DEPARTMENT	CONTINUS POWER SUPPLY	GHQ/2010/32CPI/1408/4932/K1
Issuing Authority : Explosive Department	Petroleum Class-A Petroleum Class-B&C	P/HQ/GJ/15/4734(P138612) P/HQ/GJ/15/1943(P12266)

#### API manufacturing facility at Panelav

Name of Authority	Nature of Registration/ License	Registration/License No.
Issuing Authority : FDCA Gandhinagar	FDA License Formulation Division At : Panelav, Tal-Halol, Dist : Panchmahal	G-1411 G-1050
Issuing Authority : GPCB Gandhinagar	GPCB Consent	8476
Issuing Authority : Dy. Chief Controller of Explosives	Petroleum Storage	"A" Class Licenses P/HQ/GJ/15/1399 (P10955)
Issuing Authority : Dy. Chief Controller of Explosives	Petroleum Storage	"B" Class Licenses P/HQ/GJ/15/1400 (P10957)
Office of Joint Chief Controller of Explosives	Gas Cylinders Storage	H2 / N2 / NH3 G/WC/ GJ/06/1453
Mamlatdar Halol	L.D.O. Licenses	3109

#### Formulation manufacturing facility at Panelav

Name of Authority	Nature of Registration	License No/ Regn .No.
District Magistrate Godhra	F.O. Storage & Consumption	58/2005
Petroleum & Explosive Safety organization (PESO)	Explosive License	P/HQ/GJ/125/4561 (P-20172 )
MGVCL	Permanent	Customer no.41213
BSNL, Halol	Telephone connection	02676-247235, 02676-247336, 02676-247162, 02676-247008,

Weight and measurment dept., Godhra	Weighing balance & weights calibration	75/12, 75/74 75/73, 75/75 75/76, 75/77
GUJARAT BOILER INSPECTION DEPARTMENT	Boiler	1. Boiler no: GT – 5876 (JNMarshal) 2. Boiler no: GT – 4597 (THERMAX)

API Manufacturing Facility (API-Div., Plot No:842/843) at Karakhadi

Name of Authority	Nature of Registration/ License	Registration / License Number
Issuing Authority : Ministry of Environment & Forest, I.A. Division, New Delhi	Environment Clearance	J-11011/776/2007-IA II(I) Dated:20th August – 2008
Issuing Authority : Gujarat Pollution Control, Gandhinagar	Pollution control Consent & Authorization	Letter No : GPCB/CCA- VRD-186(2)/6850. Dt:13/03/2008. Consent Order No: 10339 Dt: 12/03/2008. Valid up to Dt: 04/11/2012.
Issuing Authority : Nandesari Environment Control Limited, Nandesari, Vadodara	Disposal of Solid wastes	Nandesari/ 04/01/2006
Issuing Authority : Nandesari Environment Control Limited, Nandesari, Vadodara	Incineration of Hazardous Waste	Nandesari/ 02/03/2007
Issuing Authority : EICL/Vadodara Enviro Infrastructure Co. Ltd, Vadodara	Common Effluent Treatment facility	EICL/ Umraya/11/12/2006 Regd. Discharged Quantity : 100 M <sup>3</sup> per Day.
Issuing Authority : BSNL, Karakhadi- Padra-Vadodara	Telephone connection	02662 300700 02662 300701 02662 300732
Issuing Authority : ISOQAR (India) Pvt. Ltd.	ISO Certification	NA
Issuing Authority : Mr. N L BORA. Vadodara	Weighing balance	28
Issuing Authority : Mr. R K JIVRAJANI, Vadodara	Weighing weight	77
Issuing Authority : MGVCL, Electrical Inspector, Vadodara	Lay out Agreement	EI/VDR/INSP/PLAN/074 A/c No.:13515 650 KVA
Issuing Authority : GUJARAT BOILER INSPECTION DEPARTMENT	Boiler	GT-3906 Cap.-03 Ton



Issuing Authority: ENERGY AND PETROCHEMICAL DEPARTMENT	CONTINUS POWER SUPPLY	GHU/93/14/ ELC/1493/994 (i)/K1, Dt:20/07/1993 200 KVA
Issuing Authority : Explosive Department	Petroleum Class-A Petroleum Class-C FO Storage Poisons Chemical storage	P/HQ/ GJ/15/4809(P122990) Valid up to Dt: 31/12/2011. A/P/WB/ GJ/15/155(P183739) BRD/4/2007 Valid up to Dt:30/04/2011 Poison/VC/935/02 Up to Dt: 31/12/2010
Chief Inspector of Factories	Factory License	License No: 003315, Valid up to December-2011.

#### Formulation Manufacturing Facility at Baddi

Name of Authority	Nature of Registration/ License	License No/ Regn .No.
Chief Inspector of Factories	Factory License	9-149/04(fac)Lab Sr.No.2263
Director of Industries, Baddi/Shimla	Registration with Department of Industries	02/09/129/Regn (L & M)
Regional PF Commissioner, Shimla	Registration with PF Authorities	
Regional ESI Director, Parwanoo	Registration with ESI Authorities	HP/14/37/5528/31
Licensing Officer, Baddi	Registration Certificate Under Contract Labour & Abolition Act	LO(Baddi)CLA-PI – 43
Chief Electrical Inspector	Electrical Connection	LP444
Member Secretary.	Consent to operate(Water/Air Acts	PCB(245) Alembic Limited/09 – 4261-64
Member Secretary.	Storage of Hazardous Waste	B-069/08
Controller/Asst. Controller.	Weight and measurement	0298211-12-13-14
Chief Inspector Boiler	Boiler	HP368, HP369, HP370
Chief controller of explosives	Petroleum Storage	P/HQ/HP/15/718(P150149)
Manager-Shivalik Solid waste Management (Authorised by PCB)	Agreement of waste sludge management-	N.A
Manager-Vatvarn Sudhi Sansthan (Auth. by PCB)	Agreement for sale of used oil	N.A
Chief Fire Officer-Baddi/ Shimla	Fire NOC	NOC 7425-26

AETC,BADDI	CST,LST,TIN & SERVICE TAX NO.	1. Service Tax – AABCA7950PST014 2. CST Reg.NO – CST/SOL/III 7716 3. LST Reg.No. LST/SOL/III 7764
SLA Himachal Pradesh	Manufacturing License	Lic. No. MNB/04/80 & MB/04/81
SLA Himachal Pradesh	Product permission	N.A
SLA Himachal Pradesh	Whole Sale License	Drugs/05/787-NB & Drugs/05/788-B
SLA Himachal Pradesh	Neutral Code	HP/04/171
B.S.N.L. Solan	Telephone connections	01795-271036, 271045, 271046, 271047, 271048
MAA DURGA GAS AGENCY, PARWANOO	HPCL(HP) 19KG 5 CYLENDER	CON. NO. 504613
INDANE RETAIL COUNTER(IOCL)	2 CYLENDER	SV 1114711/17.04.004
THE EXCISE & TAXATION DEPARTMENT, ZIRAKPUR	IDBI BANK GUARANTEE	20006021IBGG0021/27.07.06 Rs.276546
PF Authority	Pension Fund registration	HP/4651

#### Formulation Loan License Permissions

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Elysium Pharma Ltd.	G/4110A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Bharat Parenterals Ltd	G/4128A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Injectcare Parenterals Ltd.,	G/4172A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Tuton Pharma Ltd.,	G/1791A G/2020A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Sunij Pharma Ltd.,	G/2704A G/3119A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Naprod Life Sciece Ltd	KD-1677-A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Aquila Labs	G/1100A G/1107A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Pharmanza Ltd	G/3592A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Norris Pharma Ltd	G/3548A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Hema Labs ltd	G/1262A G/1318A
Issuing Authority : FDCA Gandhinagar	Alembic Limited (Formulation) L/w.M/s. Alembic Ltd., (API)	G/3422A
Issuing Authority : FDCA Gandhinagar	Alembic Limited L/w. M/s. Denish Labs Ltd	G/1034A

Issuing Authority : Municipal Corporation Ahmedabad	Alembic Ltd., (Food Lic) AT : Sunij Pharma Ltd	PFA-42
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Formulation Manufacturing facility at Panelav

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Gandhinagar	FDA License, Formulation Division At : Panealv, Tal-Halol, Dist : Panchmahal	G-959 G-585
Issuing Authority : GPCB Gandhinagar	GPCB Consent	AWH-31526

API manufacturing facility at Panelav(old Nirayu)

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Gandhinagar	FDA License, Formulation Division At : Panealv, Tal-Halol, Dist : Panchmahal	G-663 G-974
Issuing Authority : GPCB Gandhinagar	GPCB Consent	10321

API manufacturing facility at Karkhadi

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Gandhinagar	FDA License, Formulation Division At : Panealv, Tal-Halol, Dist : Panchmahal	G-1826 G-1283
Issuing Authority : GPCB Gandhinagar	GPCB Consent	10339

Whole-sale License at Vadodara and Panelav:

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Godhra	Whole-sale license, Alembic Ltd., Survey No. 131.81, At : Panealv, Tal-Halol, Dist : Panchmahal	20B/618 21B/605
Issuing Authority : FDCA Vadodara	Whole-sale license, Alembic Ltd., Survey No. 256, Near Chhani Canal, Dist : Vadodara	VAD/78383 VAD/78384
Issuing Authority : FDCA Vadodara	Whole-sale license, Alembic Ltd., Alembic Road, Vadodara	VAD/91590 VAD/91591

FDA License at Panelav:

Name of Authority	Nature of Registration/License	Registration/License No.
Issuing Authority : FDCA Godhra	Alembic Ltd., (Food Lic), API Division – II, At : Panealv, Tal-Halol, Dist : Panchmahal	AC/PMS/1614
Additional District Magistrate, Panchmahal, Godhra	Licence for the acquisition, possession and carrying of Arms or ammunition for protection. (12 Bore Rifle – Double Nal Banduk)	125 /XII/Go

Factories Act related licenses:

AIP manufacturing facility at Panelav

Name of Authority	Nature of Registration/License	Registration/ License No.
Issuing Authority : Asst. Labour Commissioner office, Godhra	Contract Labour Registration	16/93
Issuing Authority : Asst. Dir.Ind. Safety & Health office, Godhra	Factory License	2369

API manufacturing facility at Panelav(Old Nirayu)

Name of Authority	Nature of Registration/License	Registration/ License No.
Issuing Authority : Asst. Labour Commissioner office, Godhra	Contract Labour Registration	19/96
Issuing Authority : Asst. Dir.Ind. Safety & Health office, Godhra	Factory License	2343

Formulation manufacturing facility at Panelav

Name of Authority	Nature of Registration/License	Registration/ License No.
Issuing Authority : Asst. Labour Commissioner office, Godhra	Contract Labour Registration	ACL/GDA/CLA/CLR/36/99
Issuing Authority : Asst. Dir.Ind. Safety & Health office, Godhra	Factory License	96155

API Manufacturing facility at Karkhadi

Name of Authority	Nature of Registration/License	Registration/ License No.
Issuing Authority : Asst. Labour Commissioner office, Vadodara	Contract Labour Registration	927 / 06
Issuing Authority : Asst. Dir.Ind. Safety & Health office, Vadodara	Factory License	3315

Mumbai marketing office registration under shops and establishments Act.

Name of Authority	Nature of Registration/License	Registration/ License No.
Inspector under Bombay Shops & Establishments Act, 1948	Certificate of Establishment	KE018918 / Commercial II Ward KE

#### **Schedule related to Central Excise**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/ Warehouses mentioned herein below and marked as "Annexure – A".
2. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as "Annexure – A".
3. All the rights, benefits, privileges and claims in respect of the goods abovementioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as "Annexure – A".

4. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.

**ANNEXURE – A**

<b>Name of Authority</b>	<b>Nature of Registration</b>	<b>Registration Number</b>
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM007
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM010
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM011
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM012
Central Excise & Customs	Operating as a Dealers of Excisable Goods	AABCA7950PED013
Central Excise & Customs	Operating as a Dealers of Excisable Goods	AABCA7950PXD003

**Schedule related to Prohibition & State Excise**

**(Ahmedabad, Vadodara & Godhra (Dist. Panchmahals)**

1. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto related to Rectified Spirit Rules, Denatured Spirit Rules, Distilleries Rules, Methyl Alcohol Rules, Molasses Rules & Ammonium Chloride Rules and all Acts/ rules related to State Prohibition & Excise presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
2. All fees paid, deposits paid, rights, benefits, privileges and claims arising out of or in relation to all such goods related to Rectified Spirit Rules, Denatured Spirit Rules, Distilleries Rules, Methyl Alcohol Rules, Molasses Rules & Ammonium Chloride Rules and all Acts / rules related State Prohibition & Excise of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
3. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying and all records, revenue locks & Nokarnama related to Rectified Spirit Rules, Denatured Spirit Rules, Distilleries Rules, Methyl Alcohol Rules, Molasses Rules & Ammonium Chloride Rules and all Acts / rules related to State Prohibition & Excise in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.

**“Annexure – A”**

Name of Authority	Nature of Registration	Registration Number			
		Sr. No.	Lic.No.	Renewed Date	Renewed Up to.
Prohibition & Excise – Ahmedabad, Vadodara & Godhra (Dist. Panchmahals)	R.S.-II	1	11/07-08	28.03.10	31.03.11
		2	13/10-11	31.03.10	31.03.11
		3	10/10-11	28.03.10	31.03.11
		4	230/10-11	21.06.10	31.03.11
	D.S.-V	1	10/05-06	28.03.10	31.03.11
		2	3/10-11	31.03.10	31.03.11
		3	8/10-11	31.03.10	31.03.11
		4	85/09-02-02-10	02.02.10	31.03.11
	D.S.-I	1	EXC-2/ 40/ 05-06	25.03.10	31.03.11
	M.A.-I	1	1/09-11	07.02.09	31.03.11
		2	4/09-11	31.03.10	31.03.11
		3	141/09-11	16.02.09	31.03.11
	M.A.-II	1	1/10-11	31.03.10	31.03.11
		2	31/09-10	13.08.09	31.03.11
	A.C.-IIx	1	06/09-10	25.03.10	31.03.11
		2	3/10-11	31.03.10	31.03.11
		3	4/10-11	31.03.10	31.03.11
		4	193/20-11	14.12.10	31.03.11
		5	176/10-11	17.04.10	31.03.11

**Schedule Related to “Service Tax”**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for following Registered Services mentioned herein below and marked as “Annexure - A”.
2. All rights, benefits, privileges and claims arising out of or in relation to all such services or goods of the De-merged company or any or all of its Divisions stated herein above at point no. 1 shall stand transferred to the possession/ownership of the Resulting Company for following registered Services mentioned herein below and marked as “Annexure - A”.
3. All rights, benefits, privileges and claim in respect of the Services or goods above mentioned at point No. 1 & 2 which are in transit of the De-merged Company or any or all on its divisions shall stand transferred to the possession / ownership of the Resulting Company for following registered services mentioned herein below and marked as “Annexure - A”.
4. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any in relation to Service Tax Act / Rules / CENVAT Credit Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for the following registered services mentioned herein below and marked as “Annexure - A”.
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession/ownership of the Resulting Company for the following registered services mentioned herein below and marked as “Annexure – A”.



**ANNEXURE – A**

<b>Name of Authority</b>	<b>Nature of registration</b>	<b>Registration Number</b>
Central Excise and Customs (Service Tax Department)	Service Tax Registration	
	1. Scientific and Technical Consultancy 65(105)(za) 2. Transport of Goods by Road 65(105)(zzp) 3. Legal Consultancy Service 65(105)(zzzm) 4. Commercial Training and Coaching 65(105)(zzc) 5. Test, Inspection, Certification and/or Technical Inspection and Certification 65(105)(zzi)	AABCA7950PST002
	1. Transport of Goods by Road 65(105)(zzp) 2. Scientific and Technical Consultancy 65(105)(za) 3. Legal Consultancy Service 65(105)(zzzm) 4. Commercial Training and Coaching 65(105)(zzc)	AABCA7950PST023
	Transport of Goods by Road 65(105)(zzp)	AABCA7950PST018
	Transport of Goods by Road 65(105)(zzp)	AABCA7950PST021
	Transport of Goods by Road 65(105)(zzp)	AABCA7950PST014
	Transport of Goods by Road 65(105)(zzp)	AABCA7950PST022

**Schedule Related to “Narcotics & Psychotropic Substance”**

1. All rights, benefits and privileges in transit would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any in relation to Narcotic Drugs and Psychotropic Substances Act/Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for following registered Licence mentioned herein below and marked as “Annexure - A”.
2. All goods, import permits, export permits licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De-Merged Company shall stand transferred to the possession/ ownership of the Resulting Company for following registered Licence mentioned herein below and marked as “Annexure - A”

**ANNEXURE – A**

<b>Name of Authority</b>	<b>Nature of registration</b>	<b>Registration Number</b>
STATE PROHIBITION & EXCISE	D.D.-I Licence M/s. Alembic Limited, House No. 629, Shop No. 4, 5 and 6, Thakkar Estate, Besides Post Office, Bajwa, Vadodara – 391 310.	DD-I Licence No. 22 / 2010-11

**Schedule Related to “Loan Licencee Units”**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/ Warehouses mentioned herein below and marked as “Annexure – A”.

2. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
3. All the rights, benefits, privileges and claims in respect of the goods abovementioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
4. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”.
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as “Annexure – A”

**ANNEXURE – A**

Name of Authority	Nature of registration	Registration Number
Central Excise and Customs	Manufacturing of Excisable Goods at Loan Licencee Units	AADFA0200FXM001
		AAACB8636NXM001
		AAAFE6297RXM001
		AAACG7270KXM001
		AAFCS2899MXM001
		AABCI0232JXM002
		AACFN2912LXM002
		AAACN1291MXM001
		AAACN1258IXM002
		AACFP9910EXM001
		AAFCS2899MXM001
		AAAF8598AXM001
		AAACC3419NXM001
		AAACR8613HXM002
		AAACP2063MXM001
		AAACZ2089EXM001
		AAACH0860LXM001
		AAACD4123CXM001

### **Schedule related to Professional Tax**

1. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently related to Professional Tax Matters, Act, Rules held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/ Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A

Name of Authority	Nature of Registration		Registration Number
	Professional Tax		
	state	location	P.T. No
Municipal commissioner/ Gram panchayat/ VAT	Gujarat	Baroda (company)	PEC021009674
	Gujarat	Baroda(employee)	PRC021000701
	Gujarat	APIP Panelav	E-3570-2096
	Gujarat	APIP karakhadi	E-3570-2096
	Maharashtra	Mumbai	PTRC27450370483P

### **Schedule related to Sales Tax/ VAT / Central Sales Tax**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/ Warehouses branches / C&F Agents mentioned herein below and marked as “Annexure –A”.
2. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure – A”.
3. All the rights, benefits, privileges and claims in respect of the goods above mentioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure – A”.
4. All rights, benefits and privileges in transit would include various claims for Sales Tax/ Vat Tax/ Central Sales Tax, refunds including would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Sales Tax / Vat Tax / Central Sales Tax Act / Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure – A”.
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A
6. The Alembic Limited had purchased Raw material, Packing material and consumable store on payment of tax and the Alembic Limited is entitled to tax credit under GVATA 2003. Whatever, stock of Raw material, packing material and consumable stores transfer to Alembic Pharma Ltd. on that Alembic Pharma Limited must be entitled to tax credit under GVATA 2003. Whereas rest all tax credit is to be availed by Alembic Ltd. irrespective of the stock position on available at Alembic Limited as it is accumulated carried forward tax credit for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A.
7. The Alembic Ltd. had purchased capital goods and claimed tax credit on capital goods at relevant time and also carried forward tax credit and therefore same must be available

to Alembic Ltd. and no proportionate reduction is made. In other words entire tax credit of accumulated carried tax credit except Raw material packing material and consumable stores transfer to Alembic Pharma as mentioned above would be continued to retain at Alembic Ltd. in toto for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as "Annexure –A.

8. All Purchase orders issued in the name of Alembic Ltd but the Bill Booking is to be done in the name of Alembic Pharma Limited, the VAT ITC is available to the Alembic Pharma Limited even if the name appearing in the Tax Invoice as Alembic Limited for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as "Annexure –A.
9. In case of issuance of C / F / H forms in the circumstances of interstate Purchase / Transfer / Export, all Forms would be issued by Alembic Pharma Limited on his bill booking even though the Bill is appearing in name of Alembic Limited for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as "Annexure –A.
10. In case of stock in transfer one C & F to another C & F or Alembic Pharma Ltd to Alembic Limited is required to be consider as stock transfer of Alembic Pharma Ltd till new registration by concerned C&F agent of Alembic Limited as C & F agent of Alembic Pharma Ltd is obtained. In this circumstance the Form "F" will be issued by Alembic Pharma Ltd. This also applies when the goods is in transit C&F to C&F or Alembic Pharma to Alembic Ltd for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as "Annexure –A.
11. Closing stock available with C& F of Alembic Limited will be treated as Opening Stock of Alembic Pharma Limited without any Tax/VAT payment for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as "Annexure –A.

## **ANNEXURE – A**

Name of Authority	Nature of Registration		Registration Number			
	Sales Tax / Vat Tax / commercial taxes, Excise & Taxation		Tin No	Date	CST No.	Date
	state	location				
Sales Tax / Vat Tax / Commercial Taxes, Excise & Taxation	Gujarat	Baroda	24190302393	01.07.2002	24690302393	28.07.1957
	Himachal Pradesh	Baddi	SOL-III-7764	08.10.2004	CST-7716	08.10.2004
	M.P	Indore	23171001106	01.04.2008	23171001106	01.04.2008
		Jabalpur	23171001106	01.04.2008	23171001106	01.04.2008
	Goa	Goa	30551105008	17.05.2002	M(CST)7535	17.05.2002
	Chattisgarh	Raipur	22071300956	1.11.2003	22071300956	1.11.2003
	Maharastra	Bombay	27450370483V	01.04.2006	27450370483C	01.04.2006
		Pune	27450370483V	01.04.2006	27450370483C	01.04.2006
		Nagpur	27450370483V	01.04.2006	27450370483C	01.04.2006
	Haryana	Ambala	6881045034	26.10.2005	6881045034	26.10.2005
	Chandigarh	Chandigarh	04250013285	19.03.1991	04250013285	19.03.1991
	Delhi	Delhi	07600017699	05.01.1967	7600017699	05.01.1967
	Rajasthan	Jaipur	08581702341	23.08.1995	08581702341	23.08.1995
	J & k	Jammu	01491050181	01.04.2005	01491959181	01.04.2005
	Uttaranchal	Rudrapur	05004392088	01.11.2005	U. 5032808	01.11.2005
	Punjab	Zirakpur	03021133584	31.03.2005	61067616	10.12.2004
	U.P.	Lucknow	09950102877	20.08.2007	LK-5243179	18.05.1992
		Gorakhpur	09950102877	20.08.2007	LK-5243179	18.05.1992
		Ghaziabad	09950102877	20.08.2007	LK-5243179	18.05.1992
	Andra Pradesh	Hyderabad	28930198496	01.04.2005	28930198496	01.04.2005
	Andra Pradesh	Vijayawada	28830149967	1.05.2005	28830149967	01.05.2005
	Tamil Nadu	Chennai	33240800161	01.01.2007	33240800161	01.01.2007
	Karnataka	Bangalore	29040098930	01.04.2003	29040098930	01.04.2003
	Kerala	Ernakulam	32070389872	01.04.2005	0703C008987	01.04.2005
	West Bengal	Howrah	19200075047	01.04.2005	19200075241	01.04.2005
	West Bengal	Calcutta	19200075047	01.04.2005	19200075241	01.04.2005
	Orrisa	Cuttack	21111202835	15.03.2005	CUCI (W) 0-129	15.03.1966
	Bihar	Patna	10010263037	01.04.2005	10010263134	01.04.2003
	Jharkhand	Ranchi	20980300273	01.04.2006	RN (W) 2603 ( C )	11.11.2002
	Assam	Guwahati	18410061951	03.03.2006	GWA/CST/2540	03.03.2006

### **Schedule related to Foreign Trade Policy**

1. **Export House:** All licenses, registrations, authorizations, approvals, quotes including the attendant rights related to Export House thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand simultaneously and equally to the possession / ownership of the Resulting Company. All the export performances of Alembic Ltd. from the units that are being transferred to Alembic Pharma Ltd. will also stand transferred to Alembic Pharma Ltd., for the purpose of status recognition under the Foreign Trade Policy 2009-14 as well as for calculation of annual average exports under the Export Promotion Capital Goods scheme of the Foreign Trade Policy” for the Registration mentioned here under.

Name of Authority	Nature of Registration	Registration No.
1. Jt. Directorate General of Foreign Trade, Vadodara 2. Directorate General of Foreign Trade, New Delhi	Export House (Trading House)	D-0279 DT.04.12.09 Valid upto 1.03.2014

2. **Advance Licences / Advance Authorizations:** All the import entitlements in respect of existing import licence and duty credit entitlements (including those in respect of which the claims have accrued but not made) and all export obligation and obligation where proof of exports as well realization of payment in foreign exchange have to be submitted, in respect of licences/authorisations/duty credit scripts pertaining to all exports made from the units that are now being transferred to Alembic Pharma Limited as part of the de-merger proposal, shall accrue to Alembic Pharma Limited as per following list.

Name of Authority	Nature of Registration	Registration No.			
		Sr. No.	Licence		File No.
			No	Date	
1 Jt. Directorate General of Foreign Trade, Vadodara  2. Directorate General of Foreign Trade, New Delhi	Advance Licence	1	3410008997	18-11-03	34/21/040/00092/AM-04
		2	3410009189	09-12-03	34/24/040/00009/AM-04
		3	3410011290	23-08-04	34/21/040/00146/AM-05
		4	3410011637	04-10-04	34/21/040/00285/AM-05
		5	3410011684	06-10-04	34/21/040/00271/AM-05
		6	3410012044	25-11-04	34/21/040/00363/AM-05
		7	3410013745	29-06-05	34/24/040/00197/AM-06
		8	3410014215	30-08-05	34/21/040/00347/AM-06
		9	3410014378	20-09-05	34/24/040/00118/AM-06
		10	3410014451	28-09-05	34/21/040/00148/AM-06
		11	3410016993	25-09-06	34/24/040/00154/AM-07
		12	3410016999	25-09-06	34/24/040/00155/AM-07
		13	3410017311	06-11-06	34/24/040/00183/AM-07
		14	3410017776	04-01-07	34/24/040/00203/AM-07
		15	3410017991	01-02-07	34/21/040/00676/AM-07
		16	3410018404	23-03-07	34/24/040/00290/AM-07
		17	3410018454	30-03-07	34/24/040/00301/AM-07
		18	3410018518	10-04-07	34/24/040/00005/AM-08
		19	3410018854	28-05-07	34/24/040/00035/AM-08
		20	3410018932	07-06-07	34/24/040/00045/AM-08
		21	3410019349	02-08-07	34/24/040/00070/AM-08
		22	3410019403	13-08-07	34/24/040/00084/AM-08
		23	3410019404	13-08-07	34/24/040/00085/AM-08
		24	3410019573	06-09-07	34/24/040/00110/AM-08
		25	3410019698	25-09-07	34/24/040/00140/AM-08
		26	3410019933	29-10-07	34/24/040/00158/AM-08
		27	3410022708	12-11-08	34/24/040/00146/AM-09
		28	3410022709	12-11-08	34/24/040/00147/AM-09
		29	3410023222	15-01-09	34/21/040/00516/AM-09
		30	3410023344	30-01-09	34/24/040/00195/AM-09
		31	3410023385	04-02-09	34/21/040/00549/AM-09
		32	3410023681	13-03-09	34/24/040/00223/AM-09
		33	3410023716	17-03-09	34/24/040/00230/AM-09
		34	3410023742	18-03-09	34/24/040/00211/AM-09
		35	3410023881	31-03-09	34/21/040/00610/AM-09
		36	3410023934	08-04-09	34/21/040/00003/AM-10
		37	3410023954	09-04-09	34/24/040/00004/AM-10
		38	3410024018	22-04-09	34/24/040/00242/AM-09



1	Jt. Directorate General of Foreign Trade, Vadodara	Advance Licence	39	3410024139	08-05-09	34/24/040/00018/AM-10
			40	3410024283	28-05-09	34/21/040/00074/AM-10
			41	3410024500	19-06-09	34/24/040/00041/AM-10
			42	3410024554	25-06-09	34/21/040/00136/AM-10
			43	3410024818	03-08-09	34/24/040/00068/AM-10
			44	3410024899	12-08-09	34/21/040/00218/AM-10
2	Directorate General of Foreign Trade, New Delhi	45	3410025107	17-09-09	34/24/040/00098/AM-10	
		46	3410025193	25-09-09	34/21/040/00220/AM-10	
		47	3410025329	09-10-09	34/24/040/00108/AM-10	
		48	3410025744	27-11-09	34/24/040/00129/AM-10	
		49	3410025747	30-11-09	34/21/040/00403/AM-10	
		50	3410025775	02-12-09	34/21/040/00355/AM-10	
		51	3410025768	02-12-09	34/21/040/00416/AM-10	
		52	3410025783	03-12-09	34/21/040/00417/AM-10	
		53	3410025784	03-12-09	34/21/040/00137/AM-10	
		54	3410025799	04-12-09	34/24/040/00146/AM-10	
		55	3410025800	04-12-09	34/24/040/00150/AM-10	
		56	3410025796	04-12-09	34/21/040/00415/AM-10	
		57	3410025807	07-12-09	34/24/040/00152/AM-10	
		58	3410025808	07-12-09	34/21/040/00420/AM-10	
		59	3410025838	10-12-09	34/24/040/00156/AM-10	
		60	3410025855	11-12-09	34/24/040/00159/AM-10	
		61	3410025856	11-12-09	34/24/040/00160/AM-10	
		62	3410025888	16-12-09	34/21/040/00441/AM-10	
		63	3410025889	16-12-09	34/21/040/00442/AM-10	
		64	3410025890	16-12-09	34/21/040/00443/AM-10	
		65	3410025973	23-12-09	34/21/040/00445/AM-10	
		66	3410025977	23-12-09	34/24/040/00164/AM-10	
		67	3410025987	24-12-09	34/24/040/00168/AM-10	
		68	3410025988	24-12-09	34/24/040/00169/AM-10	
		69	3410025994	29-12-09	34/24/040/00167/AM-10	
		70	3410026261	03-02-10	34/21/040/00514/AM-10	
		71	3410026555	09-03-10	34/21/040/00583/AM-10	
		72	3410026558	09-03-10	34/24/040/00227/AM-10	
		73	3410026591	12-03-10	34/21/040/00594/AM-10	
		74	3410026592	12-03-10	34/24/040/00229/AM-10	
		75	3410026619	17-03-10	34/24/040/00234/AM-10	
		76	3410026618	17-03-10	34/24/040/00233/AM-10	
		77	3410026639	18-03-10	34/24/040/00235/AM-10	
		78	3410026640	18-03-10	34/24/040/00236/AM-10	
		79	3410026657	19-03-10	34/24/040/00239/AM-10	
		80	3410026852	21-04-10	34/24/040/00007/AM-11	
		81	3410026878	23-04-10	34/24/040/00016/AM-11	
		82	3410026931	29-04-10	34/24/040/00015/AM-11	
		83	3410026932	29-04-10	34/24/040/00020/AM-11	
		84	3410027216	15-06-10	34/24/040/00033/AM-11	
		85	3410027215	15-06-10	34/21/040/00112/AM-11	

1	Jt. Directorate General of Foreign Trade, Vadodara	Advance Licence	86	3410027389	30-06-10	34/24/040/00070/AM-11
			87	3410027387	30-06-10	34/24/040/00074/AM-11
2.	Directorate General of Foreign Trade, New Delhi		88	3410027388	30-06-10	34/21/040/00157/AM-11
			89	3410027430	06-07-10	34/21/040/00166/AM-11
			90	3410027449	07-07-10	34/24/040/00077/AM-11
			91	3410027483	09-07-10	34/21/040/00174/AM-11
			92	3410027486	12-07-10	34/21/040/00180/AM-11
			93	3410027502	13-07-10	34/24/040/00085/AM-11
			94	3410027521	16-07-10	34/21/040/00188/AM-11
			95	3410027575	27-07-10	34/21/040/00191/AM-11
			96	3410028109	27-09-10	34/24/040/00098/AM-11
			97	3410028108	27-09-10	34/24/040/00097/AM-11
			98	3410028120	28-09-10	34/24/040/00112/AM-11
			99	3410028122	28-09-10	34/21/040/00300/AM-11
			100	3410028152	30-09-10	34/24/040/00121/AM-11
			101	3410028223	07-10-10	34/24/040/00161/AM-11
			102	3410028241	07-10-10	34/21/040/00235/AM-11
			103	3410028339	18-10-10	34/21/040/00367/AM-11
			104	3410028402	22-10-10	34/24/040/00185/AM-11
			105	3410028407	25-10-10	34/24/040/00178/AM-11
			106	3410028466	29-10-10	34/24/040/00196/AM-11
			107	3410028522	04-11-10	34/24/040/00205/AM-11
			108	3410028523	04-11-10	34/24/040/00208/AM-11
			109	3410028543	09-11-10	34/21/040/00407/AM-11
			110	3410028544	09-11-10	34/24/040/00207/AM-11
			111	3410028595	18-11-10	34/24/040/00206/AM-11
			112	3410028607	18-11-10	34/24/040/00215/AM-11
			113	3410028630	22-11-10	34/24/040/00214/AM-11
			114	3410028613	22-11-10	34/21/040/00418/AM-11
			115	3410028614	22-11-10	34/21/040/00419/AM-11
			116	3410028617	22-11-10	34/24/040/00216/AM-11
			117	3410029124	20-01-11	34/21/040/00534/AM-11
			118	3410029144	21-01-11	34/21/040/00542/AM-11
			119	3410029237	02-02-11	34/24/040/00277/AM-11
			120	3410029298	09-02-11	34/21/040/00584/AM-11
			121	3410029405	22-02-11	34/24/040/00295/AM1
			122	-	-	34/24/040/00309/AM-11
			123	3410029402	22-02-11	34/21040/00593/AM-11
			124	3410029403	22-02-11	34/21/040/00598/AM-11

3. **DEPB Licences:** All the import entitlements in respect of existing duty credit entitlements (including those in respect of which the claims have accrued but not made) and where proof of exports as well realization of payment in foreign exchange have to be submitted, in respect of licences/authorisations/duty credit scrips pertaining to all exports made from the units that are now being transferred to Alembic Pharma Limited as part of the de-merger proposal, shall accrue to Alembic Pharma Limited.
4. **Focus Market Licences:** All the import entitlements in respect of existing duty credit entitlements (including those in respect of which the claims have accrued but not made) and where proof of exports as well realization of payment in foreign exchange have to be

submitted, in respect of licences/authorisations/duty credit scrips pertaining to all exports made from the units that are now being transferred to Alembic Pharma Limited as part of the de-merger proposal, shall accrue to Alembic Pharma Limited.

5. **NMLFPS – Focus Product Licence:** All the import entitlements in respect of existing duty credit entitlements (including those in respect of which the claims have accrued but not made) and where proof of exports as well realization of payment in foreign exchange have to be submitted, in respect of licences/authorisations/duty credit scrips pertaining to all exports made from the units that are now being transferred to Alembic Pharma Limited as part of the de-merger proposal, shall accrue to Alembic Pharma Limited.
6. **EPCG Licence (Export Promotion for Capital Goods):** All the export performances of Alembic Ltd. from the units that are being transferred to Alembic Pharma Ltd. will also stand transferred to Alembic Pharma Ltd., for calculation of annual average exports under the Export Promotion Capital Goods scheme of the Foreign Trade Policy, the details of licences / authorizations are mentioned hereunder

Name of Authority	Nature of Registration	Registration No.			
		Sr. No.	Licence		File No.
			No.	Date	
1. Jt. Directorate General of Foreign Trade, Vadodara 2. Directorate General of Foreign Trade, New Delhi	EPCG Licences	1	3430000587	31-05-05	34/21/021/00042/AM06
		2	3430000606	29-06-05	34/21/021/00065/AM06
		3	3430000706	17-11-05	34/21/021/00176/AM06
		4	3430001030	05-04-07	34/21/021/00111/AM07
		5	3430001042	17-05-07	24/21/021/00109/AM07
		6	3430001483	28-05-09	34/21/021/00114/AM09
		7	3430001511	21-07-09	34/21/021/00052/AM09
		8	3430001428	03-03-09	34/21/021/00212/AM09

7. **SFIS Licences (Served from India):** All the import entitlements in respect of existing duty credit entitlements (including those in respect of which the claims have accrued but not made) and where proof of exports as well realization of payment in foreign exchange have to be submitted, in respect of duty credit scrips pertaining to all exports made from the units that are now being transferred to Alembic Pharma Limited as part of the de-merger proposal, shall accrue to Alembic Pharma Limited, the details of licences / authorizations are mentioned hereunder.

Name of Authority	Nature of Registration	Registration No.			
		Sr. No.	File No.	Licence	
				No.	Date
1. Jt. Directorate General of Foreign Trade, Vadodara 2. Directorate General of Foreign Trade, New Delhi	SFIS Licences	1	34/21/071/00008/AM08	3410020528	02-01-08
		2	34/21/071/00008/AM08	3410020529	02-01-08
		3	34/21/071/00008/AM08	3410020530	02-01-08
		4	34/21/071/00006/AM09	3410023839	26-03-09
		5	34/21/071/00006/AM09	3410023840	26-03-09
		6	34/21/071/00012/AM10	3410027493	12-07-10
		7	34/21/071/00012/AM10	3410027494	12-07-10
		8	31/21/071/00004/AM11	3410029295	09-02-11
		9	31/21/071/00004/AM11	3410029296	09-02-11
		10	31/21/071/00004/AM11	3410029297	09-02-11

8. **SHIS Licence (Status Holder Incentive Scheme):** All the export performances of Alembic Ltd. from the units that are being transferred to Alembic Pharma Ltd. will also stand transferred to Alembic Pharma Ltd., for the purpose of Status Holder Incentive Scheme under the Foreign Trade Policy 2009-14.
9. **IEC Code (Importer-Exporter Code):** All licenses, registrations, authorizations, approvals, quotes including the attendant rights related to Importer-Exporter Code thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand simultaneously and equally to the possession / ownership of the Resulting Company as mentioned hereunder.

Name of Authority	Nature of Registration	Registration No.
1. Jt. Directorate General of Foreign Trade, Ahmedabad	IEC Certificate	0888002351 dt.02.12.10
2. Directorate General of Foreign Trade, New Delhi		

10. **RCMC (Registration Cum Membership Certificate):** All licenses, registrations, authorizations, approvals, quotes including the attendant rights related to Pharmexcil, Chemexcil, FIEO thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand simultaneously and equally to the possession / ownership of the Resulting Company, as mentioned hereunder

Name of Authority	Nature of Registration	Registration No.
Pharmaceuticals Export Promotion Council, Hydrerabad, Ahmedabad	Pharmexcil (Manufacturer Exporter)	PXL/LSM/VII/2665 Valid upto 31.03.14
	Pharmexcil (Merchant Exporter)	PXL/ME/VII/2674 Valid upto 31.03.14
Basic Chemicals Pharmaceuticals & Cosmetics Export Promotion Council, Mumbai, Ahmedabad	Chemexcil (Manufacturer Exporter)	CHEM/AHD/A-205/P-II/08-09/715 Valid upto 31.03.13
	Chemexcil (Merchant Exporter)	CHEM/AHD/A-204/ME/08-09/714 Valid upto 31.03.13
Federation of Indian Export Organizations, New Delhi, Ahmedabad	FIEO (Manufacturer Exporter)	3014/2008-09 Valid upto 31.03.14
	FIEO (Service Provider)	228/2010-11 Valid upto 31.03.11

11. **Digital Signature Key for online Application:**

Name of Authority	Nature of Registration	Registration No.
Safescrypt India (Dev infotech, Ahmedabad)	Digital Signature Key for online Application	Sunil Jagtiani Valid upto 29.07.11
		Sherly.G Valid upto 25.07.11

### **Schedule related to Legal Cases (Central Excise & Customs, VAT & Income Tax**

All the rights, benefits, privileges and claim in respect of the cases mentioned below of the De-merged Company or any or all of its Division shall stand transferred to the possession / ownership of the Resulting Company.

### **Schedule related to Imports**

#### **A. Imports:**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap imports related to the following such as :
  - (1) Where Purchase Orders are placed but Goods are not Imported
  - (2) Where Purchase Orders are placed, Goods are Imported but Bill of Entry is not filed
  - (3) Where Purchase Orders are placed, Goods are Imported , Bill of Entry is filed but Goods are under Customs Clearances
  - (4) Where Purchase Orders are placed, Goods are Imported, Bill of Entry is filed, Goods are Cleared from customs, and are under transit within India
  - (5) All Foreign Trade Policy / Foreign Trade Procedures Licences / Authorisation registrations at various Ports.In the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company.
2. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company related to all imports and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company.

### **Schedule related to Exports**

#### **1. Exports:**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap exports related to ;
  - (1) Where Customers Order are received, Goods are not exported
  - (2) Where Customers Order are received, Goods are exported but Shipping Bill is not filed
  - (3) Where Customers Order are received, Goods are exported, Shipping Bill is filed but Goods are under Customs Clearance
  - (4) Where Customers Order received, Goods are exported and Shipping Bill is filed but Goods are cleared from customs and are under transit.
  - (5) All Foreign Trade Policy / Foreign Trade Procedures Licences / Authorisation registrations at various Ports
  - (6) Factory Stuffing permission of ContainersIn the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company.
2. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company related to all exports and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company.

### **Schedule related to Annual Production Program (APP)**

All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses mentioned herein below and marked as "Annexure – A".

**“ANNEXURE – A”**

Sr. No.	Nature of Authority	Nature of Registration	APP .No.	APP Issued Date
01	Industries office	Spirit (Alcohol) Annual Production Program	IC/MSME/Alcohol/APP/209	23.01.09
02	Udyog Bhavan, Gandhinagar		IC/MSME/Alcohol/APP/1934	02.05.09
03	Commissionerate		IC/MSME/Alcohol/APP/2418	29.05.09
04			IC/MSME/Alcohol/APP/313	06.02.10
05			IC/MSME/Alcohol/APP/564506	14.02.11
06			IC/MSME/Alcohol/APP/564507	14.02.11
07			IC/IM/Alcohol/APP/F-1008/550	26.04.05
08			IC/SSI/Alcohol/APP/F-747	19.11.05
09			IC/SSI/Alcohol/APP/F-4844	07.09.06
10			IC/SSI/Alcohol/APP/F-6604	16.12.06
11			IC/SSI/Alcohol/APP/1008/1602	29.03.07
12			IC/MSME/Alcohol/APP/F-4190	19.11.09
13			IC/MSME/Alcohol/APP/F-2481	23.01.09
14			IC/MSME/Alcohol/APP/504504	14.02.11
15			IC/MSME/Alcohol/APP/498360	01.02.11

**Schedule Related to Income Tax**

Name of Authority	Nature of Registration	Registration Number
Department of Scientific and Industrial Research	Recognition of R&D Facilities at Alembic Road, Baroda	F No – TU/IV-RD/507/2010 dated 14.02.2011 (Valid upto 31.03.2011)
Department of Scientific and Industrial Research	Recognition of R&D Facility at Khadkhadi	F No – TU/IV-RD/507/2010 dated 14.02.2011 (Valid upto 31.03.2013)

**Registration Numbers related to R&D Facilities which are transferred pursuant to scheme of demerger:**

- R&D approval from DSIR for Baroda R&D facilities: The approval is granted upto 31.03.2011 by order from DSIR, Delhi vide no: F No – TU/IV-RD/507/2010 dated 14.02.2011. (Valid upto 31.03.2011)
- R&D facility at Khadkhadi Plant: The approval is granted upto 31.03.2013 by order from DSIR, Delhi vide no: F No – TU/IV-RD/507/2010 dated 14.02.2011. (Valid upto 31.03.2013)

**Other points pursuant to scheme of demerger:**

- The benefits as available to M/s Alembic Ltd as per Income Tax Act, 1961 in respect of manufacturing facility at Baddi, HP shall be available to M/s Alembic Pharma Limited pursuant to scheme of demerger.
- The benefits as available to M/s Alembic Limited for weighted deduction in respect of revenue and capital expenditure u/s 35(2AB) shall be available to M/s Alembic Pharma Ltd on account of transfer of R&D facilities in pursuant to scheme of demerger.
- If any certificate for tax deducted at source or collected at source or any other tax credit relating to the business of Pharmaceuticals Undertaking is received in the name of M/s Alembic Limited, it shall be deemed to have been received by M/s Alembic Pharma Limited which alone shall be entitled to claim the credit for such tax.
- The advance tax paid by M/s Alembic Limited to tax authorities shall be allocated to M/s Alembic Ltd and M/s Alembic Pharma Ltd in the proportion of taxes (net of tax deducted at source) attributable to the taxable income of the respective companies.
- The unabsorbed losses/depreciation shall be allocated to M/s Alembic Ltd and M/s Alembic Pharma Ltd in the proportion of assets as stipulated in Section 72A(4) of the Income Tax Act, 1961.



- f. The depreciation eligible as per Income Tax Act, 1961 shall be available to M/s Alembic Ltd and M/s Alembic Pharma Ltd based on the assets retained by the respective companies.
- g. The other benefit as available to undertakings of M/s Alembic Ltd which will be transferred to M/s Alembic Pharma Ltd shall be available to Alembic Pharma Ltd.

#### **Schedule related to Exports DBK (All Industry Rate)**

DBK (All industry claims) which are received or to be received, may be transferred to APL after the process of De – merger.

#### **Schedule related to Exports – DBK (Brand Rate)**

DBK (Brand Rate Claims) which are received or to be received, may be transferred to APL after the process of De – merger.

#### **Schedule related to Factory Stuffing Permission**

All licenses, Authorisations, Factory Stuffing Permission, Port Registrations of Advance Authorisations, D.F.I.A., other Duty Free Import Authorisations or Export licenses/ Authorisations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De-Merged Company shall stand transferred to the possession/ownership of the Resulting Company as per Annexure – A given below :

#### **ANNEXURE – A**

<b>Name of Authority</b>	<b>Nature of Registration</b>	<b>Registration Number</b>
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM007
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM010
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM011
Central Excise & Customs	Manufacturing of Excisable Goods	AABCA7950PXM012

#### **Schedule Related to “Loan Licencee Units Rebates”**

All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company.

#### **Schedule Related to Import Licence Form 9, 10 & Form 41 Details**

All rights, benefits, privileges and claim in respect of the Drugs Licence which are in transit of the De-merged Company or any or all on its divisions shall stand transferred to the possession / ownership of the Resulting Company.

#### **Schedule related to Test Licence**

All rights, benefits, privileges and claim in respect of the Test Licences which are in transit of the De-merged Company or any or all on its divisions shall stand transferred to the possession / ownership of the Resulting Company.

#### **Schedule Related “Service Tax Rebates – Refunds”**

1. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any in relation to Service Tax Act / Rules / CENVAT Credit Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company, Rebate pending under Noti. 11/2005-ST, Refund claim filed under Noti. 41/2007-ST and Refund claim filed under Noti. 17/2009-ST.

#### **Schedule related to Sales Tax/ VAT / Central Sales Tax / Consignee & Forwarding Agents and Consignee Agents**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished

goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/ Warehouses branches / C&F Agents mentioned herein below and marked as “Annexure – A & Annexure – B”.

2. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
3. All the rights, benefits, privileges and claims in respect of the goods abovementioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
4. All rights, benefits and privileges in transit would include various claims for Sales Tax/ Vat Tax/ Central Sales Tax, refunds including would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Sales Tax / Vat Tax / Central Sales Tax Act / Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches / C&F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
6. The Alembic Limited had purchased Raw material, Packing material and consumable store on payment of tax and the Alembic Limited is entitled to tax credit under GVATA 2003. Whatever, stock of Raw material, packing material and consumable stores transfer to Alembic Pharma Ltd. on that Alembic Pharma Limited must be entitled to tax credit under GVATA 2003. Whereas rest all tax credit is to be availed by Alembic Ltd. irrespective of the stock position on available at Alembic Limited as it is accumulated carried forward tax credit for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
7. The Alembic Ltd. had purchased capital goods and claimed tax credit on capital goods at relevant time and also carried forward tax credit and therefore same must be available to Alembic Ltd. and no proportionate reduction is made. In other words entire tax credit of accumulated carried tax credit except Raw material packing material and consumable stores transfer to Alembic Pharma as mentioned above would be continued to retain at Alembic Ltd. in toto for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “ Annexure –A & Annexure – B”
8. All Purchase orders issued in the name of Alembic Ltd but the Bill Booking is to be done in the name of Alembic Pharma Limited, the VAT ITC is available to the Alembic Pharma Limited even if the name appearing in the Tax Invoice as Alembic Limited for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A Annexure – B
9. In case of issuance of C / F / H forms in the circumstances of interstate Purchase / Transfer / Export, all Forms would be issued by Alembic Pharma Limited on his bill booking even though the Bill is appearing in name of Alembic Limited for the following Registered Plants/ Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”
10. In case of stock in transfer one C & F to another C & F or Alembic Pharma Ltd to Alembic Limited is required to be consider as stock transfer of Alembic Pharma Ltd till new

registration by concerned C&F agent of Alembic Limited as C & F agent of Alembic Pharma Ltd is obtained. In this circumstance the Form “F” will be issued by Alembic Pharma Ltd. This also applies when the goods is in transit C&F to C&F or Alembic Pharma to Alembic Ltd for the following Registered Plants/Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”

11. Closing stock available with C& F of Alembic Limited will be treated as Opening Stock of Alembic Pharma Limited without any Tax/VAT payment for the following Registered Plants/ Warehouses Branches/ C& F Agents mentioned herein below and marked as “Annexure –A & Annexure – B”

**ANNEXURE – A**

Name of Authority	Nature of Registration		Registration Number			
	Sales Tax / Vat Tax / commercial taxes, Excise & Taxation		Tin No	Date	CST No.	Date
Sales Tax / Vat Tax / Commercial Taxes Excise & Taxation	state	location				
	Gujarat	Baroda	24190302393	01.07.2002	24690302393	28.07.1957
	Himachal Pradesh	Baddi	SOL-III-7764	08.10.2004	CST-7716	08.10.2004
	M.P	Indore	23171001106	01.04.2008	23171001106	01.04.2008
		Jabalpur	23171001106	01.04.2008	23171001106	01.04.2008
	Goa	Goa	30551105008	17.05.2002	M(CST)7535	17.05.2002
	Chattisgarh	Raipur	22071300956	1.11.2003	22071300956	1.11.2003
	Maharastra	Bombay	27450370483V	01.04.2006	27450370483C	01.04.2006
		Pune	27450370483V	01.04.2006	27450370483C	01.04.2006
		Nagpur	27450370483V	01.04.2006	27450370483C	01.04.2006
	Haryana	Ambala	6881045034	26.10.2005	6881045034	26.10.2005
	Chandigarh	Chandigarh	04250013285	19.03.1991	04250013285	19.03.1991
	Delhi	Delhi	07600017699	05.01.1967	7600017699	05.01.1967
	Rajasthan	Jaipur	08581702341	23.08.1995	08581702341	23.08.1995
	J & k	Jammu	01491050181	01.04.2005	01491959181	01.04.2005
	Uttaranchal	Rudrapur	05004392088	01.11.2005	U. 5032808	01.11.2005
Sales Tax / Vat Tax / Commercial Taxes Excise & Taxation	Punjab	Zirakpur	03021133584	31.03.2005	61067616	10.12.2004
		Lucknow	09950102877	20.08.2007	LK-5243179	18.05.1992
		Gorakhpur	09950102877	20.08.2007	LK-5243179	18.05.1992
	U.P.	Ghaziabad	09950102877	20.08.2007	LK-5243179	18.05.1992
	Andra Pradesh	Hyderabad	28930198496	01.04.2005	28930198496	01.04.2005
	Andra Pradesh	Vijayawada	28830149967	1.05.2005	28830149967	01.05.2005
	Tamil Nadu	Chennai	33240800161	01.01.2007	33240800161	01.01.2007
	Karnataka	Bangalore	29040098930	01.04.2003	29040098930	01.04.2003
	Kerala	Ernakulam	32070389872	01.04.2005	0703C008987	01.04.2005
	West Bengal	Howrah	19200075047	01.04.2005	19200075241	01.04.2005
	West Bengal	Calcutta	19200075047	01.04.2005	19200075241	01.04.2005
	Orrisa	Cuttack	21111202835	15.03.2005	CUCI (W) 0-129	15.03.1966
	Bihar	Patna	10010263037	01.04.2005	10010263134	01.04.2003
	Jharkhand	Ranchi	20980300273	01.04.2006	RN (W) 2603 ( C )	11.11.2002
	Assam	Guwahati	18410061951	03.03.2006	GWA/CST/2540	03.03.2006

**ANNEXURE – B**

C.A. Place	Name
Raipur	Asha Enterprises
Jaipur	Puri Distributors
Patna	Shiva Enterprises
Ranchi	B S Distributors
Banglore	Yeshasvi Pharmaceuticals

**Schedule related to Purchases**

1. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company.

2. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company.
3. All the rights, benefits, privileges and claims in respect of the goods abovementioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company.
4. All rights, benefits and privileges in transit would include various claims for Cenvat Credit, rebates, refunds including export promotional benefits, exemptions, which would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Central Excise Act / Rules / CENVAT Credit Rules, Customs Act, Customs Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company.
5. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company.
6. All goods, including inputs, capital goods, work in process goods, sample batches, finished goods, spares, equipments, waste and scrap and the like lying in the possession / ownership of the De-merged Company or any or all of its Divisions, shall stand transferred to the possession / ownership of the Resulting Company.
7. All rights, benefits, privileges and claims arising out of or in relation to all such goods of the De-merged Company or any or all of its Divisions stated hereinabove at point number 1 shall stand transferred to the possession / ownership of the Resulting Company.
8. All the rights, benefits, privileges and claims in respect of the goods abovementioned at point number 1 and 2 which are in transit of the De-merged Company or any or all of its Divisions shall stand transferred to the possession / ownership of the Resulting Company.
9. All rights, benefits and privileges in transit would include various claims for Sales Tax/ Vat Tax/ Central Sales Tax, refunds including would be otherwise available to the De-Merged Company and shall include all such other benefits and concessions conferred under any Sales Tax / Vat Tax / Central Sales Tax Act / Rules and other related governing and applicable laws shall stand transferred to the possession / ownership of the Resulting Company.
10. All licenses, registrations, authorizations, approvals, quotes including the attendant rights thereto presently held by De-Merged Company, or likely to be held by the De Merged Company shall stand transferred to the possession / ownership of the Resulting Company.
11. The Alembic Limited had purchased Raw material, Packing material and consumable store on payment of tax and the Alembic Limited is entitled to tax credit under GVATA 2003. Whatever, stock of Raw material, packing material and consumable stores transfer to Alembic Pharma Ltd. on that Alembic Pharma Limited must be entitled to tax credit under GVATA 2003. Whereas rest all tax credit is to be availed by Alembic Ltd. irrespective of the stock position on available at Alembic Limited as it is accumulated carried forward tax credit.
12. The Alembic Ltd. had purchased capital goods and claimed tax credit on capital goods at relevant time and also carried forward tax credit and therefore same must be available to Alembic Ltd. and no proportionate reduction is made. In other words entire tax credit of accumulated carried tax credit except Raw material packing material and consumable stores transfer to Alembic Pharma as mentioned above would be continued to retain at Alembic Ltd. in toto.
13. All Purchase orders issued in the name of Alembic Ltd but the Bill Booking is to be done in the name of Alembic Pharma Limited, the VAT ITC is available to the Alembic Pharma Limited even if the name appearing in the Tax Invoice as Alembic Limited.
14. In case of issuance of C / F / H forms in the circumstances of interstate Purchase / Transfer / Export, all Forms would be issued by Alembic Pharma Limited on his bill booking even though the Bill is appearing in name of Alembic Limited.
15. In case of stock in transfer one C & F to another C & F or Alembic Pharma Ltd to Alembic

Limited is required to be consider as stock transfer of Alembic Pharma Ltd till new registration by concerned C&F agent of Alembic Limited as C & F agent of Alembic Pharma Ltd is obtained. In this circumstance the Form “F” will be issued by Alembic Pharma Ltd. This also applies when the goods is in transit C&F to C&F or Alembic Pharma to Alembic Ltd.

16. Closing stock available with C& F of Alembic Limited will be treated as Opening Stock of Alembic Pharma Limited without any Tax/VAT payment for the following Registered Plants/ Warehouses Branches/ C& F Agents.

List of permissions/licenses for the products outside India

Name of Authority	Nature of Registration / License	Registration / License No.
Ministry of Justice	Representative Office Registration	<ul style="list-style-type: none"> <li>No. 9601.4</li> <li>No. 6996.3</li> </ul>
Taxation Dept	Tax Registration	<ul style="list-style-type: none"> <li>77 No. 0416913</li> </ul>
Federal Migration Dept.	Foreign Work Permit	<ul style="list-style-type: none"> <li>No. 77014018</li> </ul>
Moscow Chamber of Commerce	Registration	<ul style="list-style-type: none"> <li>103.429</li> </ul>

LIST OF PRODUCTS REGISTERED OUTSIDE INDIA

S. N.	Product/Name of Authority	Registration No.
ALBANIA (Ministry of Health)		
1	Azithral 250	N.A.
2	Ciprowin 500	N.A.
3	Bi penicillin inj. BP 0.8 Mega	N.A.
4	Ampicillin inj. BP 1 g	N.A.
5	Benzympenicillin inj BP 1 Mega	N.A.
ALGERIA (Ministry of Health)		
1	Benzympenicillin inj BP 1 Mega	N.A.
2	Benzathine penicillin inj. 0.6 Mega	N.A.
3	Benzathine penicillin inj. 1.2 Mega	N.A.
ARMENIA (Ministry of Health)		
1	Glycodin cough syrup 100 ml	0062/6148
2	Glycodin cough syrup 50 ml	0062/6148
BELARUS (Ministry of Health)		
1	Glycodin Cough Syrup 100 ml	4701/2000/05
2	Glycodin Cough Syrup 50 ml	4701/2000/05
3	Ciprowin-250	6783/04
4	Ciprowin-500	6783/04
BOLIVIA (Ministry of Health)		
1	Omezol 20	N.A.
BOTSWANA (DAB – Drugs Advisory Board)		
1	BZP inj. 2.4 mega	BOT0801128
2	BP inj. 5 mega	BOT0801127
3	BP inj. 1 mega	BOT0801192
4	Ampicillin inj. 250 mg	BOT0801125
5	Ciprowin 500	BOT0801126
6	Ciprowin 250	BOT0801191
7	Althrocin S 250	Under reg. A9801326
8	Omezol-20	Under reg. A9801302
9	GLZ Plus	Reg awaited

10	Forminal 500	Under reg. A9801325
11	Formina 850	Under reg. A9801325
12	Clarithro 500	Reg awaited
13	Clarithro 250	Reg awaited
14	Norfloxacin tabs 400	Under reg. A9801346
15	PP inj. 3 mega	Under reg. A9801331
CAMBODIA (Ministry of Health)		
1	Roxid-150	04-2677
2	Roxid kidtab	06-3467
3	Roxid Liquid	171-09
4	Azithral-250	04-2741
5	Azithral-500	04-2742
6	Azithral Liquid	160-09
7	Glycodin cough syrup	156-09
8	Ciprowin-500	112-09
CHILE (Ministry of Health)		
1	Benzylpenicillin inj. BP 1 Mega	002680
2	Benzylpenicillin inj. BP 2 Mega	002609
3	Benzathine penicillin inj. 1.2 Mega	002157
4	Benzathine penicillin inj. 2.4 M	002150
5	Benzathine penicillin inj. 0.6 M	002156
COSTA RICA (Ministry of Health)		
1	Ampicillin inj. BP 500	5211-AGW-3528
2	Benzylpenicillin inj. BP 1 Mega	5211-AGW-2906
3	Benzathine penicillin inj. 1.2 M	5211-AGW-3325
ETHIOPIA (FMHACA – Food, Medicine and Health Care Administration and Control Authority of Ethiopia)		
1	FPP 4 M	ALE/IND/002
2	Clarithro-500	URR
3	Alcizon inj. 1 g	N.A.
GHANA (Ministry of Health)		
1	Azithral-250	FDB/SD.07-5218
2	BP 5 mega	FDB/GD.07-1001
3	BZP 2.4 mega	FDB/GD.07-1002
4	PP 3 mega	FDB/GD.06-9057
5	BZP 1.2 mega	FDB/GD.06-9055
6	BP 1 mega	FDB/GD.06-9056
HONDURAS (Ministry of Health)		
1	Althrocin S 250	N.A.
2	BZP 1.2 M	N.A.
3	Azithral-500	N.A.
4	Forminal-500	N.A.
5	Forminal-850	N.A.
6	Erythromycin Ethyl succinate suspension	N.A.
7	Fortified Procaine Penicillin 4 Mega	N.A.
KAZAKHASTAN (Ministry of Health)		
1	Glycodin cough syrup 100 ml	003674



2	Glycodin cough syrup 50 ml	003674
KENYA (PPB – PHARMACY AND POISON BOARD)		
1	Glycodin cough syrup	17217
2	Ephedrex Syrup	2266
3	Zeet expectorant	2213
4	Althrocine S 250	12454
5	Sparta 200 mg Tablets	12477
6	Fortified Procaine Penicillin inj. 4 Mega	2281
7	Benzylpenicillin inj. BP 5 Mega	12397
8	Benzathinepenicillin inj. 2.4	12398
9	Triple penicillin 1.2 mega	12399
10	Brozeet	12843
11	Alcephin-500 (Cephalexin caps)	N.A.
12	Clarithro-250	12669
13	Clarithro-500	14419
14	Sionara-200 (Celecoxib tabs)	14040
15	Roxid-300	13813
16	Roxid-150	13801
17	Roxid Liquid	14123
18	Azithral-250	16197
19	Azithral-500	16198
20	Azithral Liquid	16199
21	Azithral Injection	18948
22	Forminal SR	17218
23	Lormeg	14038
24	Alcizon inj. 1 g	19535
25	Cefatal inj. 1 g	19536
26	Atecard 25	8628
27	Atecard 50	7692
28	Atecard 100	10013
29	Atecard D	8879
30	Ulgel Liquid	7690
31	Ulgel tablets	7691
MALAWI (PMPB – PHARMACY, MEDICINE AND POISON BOARD)		
1	Zeet Expectorant	PMPB/PL254/5
2	Azithral Liquid	PMPB/PL254/6
3	Azithral-250	PMPB/PL254/7
4	Ephedrex Syrup	PMPB/PL254/8
5	Althrocine-S 250	PMPB/PL254/1
6	Benzathine Penicillin Inj 2.4 mega	PMPB/PL254/10
7	Glycodin cough syrup	PMPB/PL254/11
MADAGASCAR (Ministry of Health)		
1	Ampicillin inj. BP 1 g	22.1.1.025
2	Ampicillin inj. 500 BP mg	22.1.1.024
3	BZP inj. 2.4 mega	22.1.1.031
4	BP inj. 1 mega	22.1.1.026
5	BP inj. 5 mega	22.1.1.027

6	Alcizon inj. 1 g	22.1.1.030
7	Ciprowin 500	22.1.1.029
8	Althrocin S 250	22.1.1.028
9	Glycodin cough syrup	18.1.1.1785
MALAYSIA (DCA – DRUG CONTROL AUTHORITY)		
1	Zeet Expectorant (UNIZET)	URR
2	Nimegesic-100	MAL20033326A
3	Roxid-150	MAL05061490A
4	Roxid-300	MAL05061493A
5	Roxid Liquid	N.A.
MALDIVES (Ministry of Health)		
1	Althrocin-S 250	23-D2/MISC/2001/126
2	Althrocin-S 500	23-D2/MISC/2001/126
3	Althrocin E	23-D2/MISC/2001/126
4	Azithral 500	23-D2/MISC/2001/126
5	Azithral Liquid	23-D2/MISC/2001/126
6	Lovameg 20	23-D2/MISC/2001/126
7	Omezol 20	23-D2/MISC/2001/126
8	Roxid 150	23-D2/MISC/2001/126
9	Roxid kid tablets	23-D2/MISC/2001/126
10	Roxid liquid	23-D2/MISC/2001/126
11	Roxid drops	23-D2/MISC/2001/126
12	Calcy-250	23-D2/MISC/2001/126
13	Calcy-500	23-D2/MISC/2001/126
14	Amoxycillin 250	23-D2/MISC/2001/126
15	Amoxycillin 500	23-D2/MISC/2001/126
16	Clarithro 250	23-D2/MISC/2001/126
MAURITIUS ((Ministry of Health and Quality of Life)		
1	Aldinir caps 300	N.A.
2	Azithral Liquid	N.A.
3	Azithral 250	N.A.
4	Azithral 500	N.A.
5	Alsigra 50	N.A.
6	Alsigra 100	N.A.
7	Cetral syrup	N.A.
8	Fortafen tabs	N.A.
9	Hydral caps	N.A.
10	Hydral Sachet	N.A.
11	Isovon caps	N.A.
12	Lovameg 20	N.A.
13	Omezol 20	N.A.
14	Rekool inj	N.A.
15	Rekool tabs	N.A.
16	Sionara 100	N.A.
17	Sionara 200	N.A.
18	Yutopar injection	N.A.
19	Yutopar tabs	N.A.

20	Zero cook 'n' bake	N.A.
21	Zero Sachet 1 g	N.A.
22	Zero tabs	N.A.
MOLDOVA (Ministry of Health)		
1	Ciprowin 250	11711
2	Ciprowin 500	11917
3	Nimegesic-100	13205
4	Omezol-20	11918
5	Brozeet	12456
6	Alcizon inj	13203
7	Althrocin-S	13204
8	Azithral-250	7408
9	Azithral-500	7409
10	Roxid-150	13206
11	Roxid-300	13207
12	Cepime inj. 1 g	12384
13	Ampicillin inj. BP 500	5505
14	Ampicillin inj. BP 1 g	5504
15	Glycodin cough syrup	5645
16	Nimegesic Susp	6143
MOZAMBIQUE (Ministry of Health)		
1	Zeet Expectorant	1283
2	Brozeet	1131
3	Azithral-500	980
4	Azithral-250	N.A.
5	Clarithro-500	927
6	Glycodin cough syrup	1336
7	Azithral Liquid	N.A.
8	Zeet Expectorant	1283
MYANMAR (Ministry of Health)		
1	Azithral 250	R1105A4903
2	Glycodin	R1306A6325
3	Ciprowin 250	R1407A3612
4	Ciprowin 500	R1401A3422
5	Nimegesic 100	N.A.
6	Omezol 20	R0901A3420
7	Roxid 150	R1401A3508
8	Roxid 300	R0901A3507
9	Roxid kidtab	R0909A3726
10	Azithral kidtab	R1105A4902
11	Azithral liquid	R1105A4904
12	Brozeet	R1105A4905
13	Roxid Liquid	R1105A4906
14	Calcy 250	R1204A5492
15	Calcy 500 (URR)	0704A5491
16	Nimegesic-IR	N.A.
17	Minipril-5 (URR)	N.A.

18	Forminal-500	R1306A6324
19	Lovameg-20 (URR)	0806A6326
20	Glz-40 (Gliclazide tabs)	N.A.
21	Nimegesic Suspension	N.A.
22	Roxid Drops (URR)	0708 A 5949
23	Lormeg	R1208 A 5960
NIGERIA (NAFDAC – National Agency for Food and Drug Administration and Control)		
1	Althrocin-S 250	04-3327
2	Althrocin-S 500	04-3328
3	Roxid-150	04-3463
4	Forminal-500	04-6282
5	Roxid Liquid	04-6466
6	Clarithro-500	04-7606
7	Azithral 250	A4-1769
8	Azithral 500	A4-1770
9	Azithral Liquid	A4-1768
PERU (Ministry of Health)		
1	Benzylpenicillin inj. 1 Mega	EG-2855
2	Benzathine penicillin inj. 1.2 Mega	EG-2850
3	Benzathine penicillin inj. 2.4 Mega	EG-2813
4	Porcaine Penicillin inj. 1 Mega	EG-2811
5	Forminal-850	E14135
6	Azithral-500	N.A.
PHILIPPINES (Ministry of Health)		
1	Clarithro 500	N.A.
2	Zero tablets	FR 65185
3	Zero Sachet 1 g	FR 65186
4	Zero cook 'n bake	FR 65767
RUSSIA (Ministry of Health)		
1	Glycodin cough syrup	012064/01
2	Glycodin cough syrup (50 ml)	012064/01
3	Isovon capsules (Isoflavon caps)	77.99.23.7.Y.2225.9.05
4	Alcizon inj 1 g (Ceftriaxone inj)	015852/01
5	Alcizon inj 250 mg (Ceftriazone inj)	015852/01
SRI LANKA (Ministry of Health, CDDA – Cosmetics, Devices and Drugs Regulatory Authority)		
1	Azithral 250	DR-015856
2	Decamycin Suspension	DR-014086
3	Decamycin-500	DR-013348
4	Decamycin-250	-
5	Roxid 150	DR-013685
6	Fortified Procaine Penicillin inj. 0.4 mega	DR-012028
7	Azithral 500	DR-015751
8	Azithral liquid	DR-015334
9	Brozeet	015016
10	Roxid 300	015331
11	Dexal syrup (Glycodin cough syrup)	N.A.
12	Calcima 250 (Calcy 250)	N.A.

13	Calcima 500 (Calcy 500)	N.A.
14	Ciprodex 250 (Ciprowin 250)	N.A.
15	Ciprodex 500 (Ciprowin 500)	N.A.
16	Zero tablets	N.A.
17	Zero Sachet 1 g	N.A.
18	Zero Cook n bake	N.A.
19	Isovon capsules	N.A.
SUDAN (Ministry of Health) & (CMS – Central Medical Supplies Public Corporation)		
1	Benzathine penicillin inj. 1.2 Mega	N.A.
2	Benzathine penicillin inj. 2.4 Mega	N.A.
3	Benzylpenicillin inj. BP 1 Mega	N.A.
4	Procaine Penicillin inj. 1 Mega	N.A.
SURINAME (Ministry of Health)		
1	Nimegesic suspension	4029
2	Nimegesic 100	4030
3	Ampicillin inj. BP 250 mg	4031
4	Minipril 5	4032
5	Minipril 10	4033
6	Ciprowin 250	4072
7	Benzylpenicillin injection BP 1 Mega	4073
8	Ampicillin inj. BP 1 g	4074
TANZANIA (TFDA – Tanzania Food and Drug Administration)		
1	Azithral 250	TAN 06,242J01F ALE
2	Azithral 500	TAN 07, 249 J01F ALE
3	Althrocin S 250	TAN 00,609 J01F ALE
4	Althrocin S 250 (Jar of 1000's)	N.A.
5	Ephedrex syrup	N.A.
6	Zeet Expectorant (From Baddi)	TAN 06,240 RO2AALE
7	Brozeet (OTC) (From : Gujarat)	TAN 05, 004 RO5A ALE
8	Lormeg 10	TAN 00,4050 D04A ALE
9	Clarithro 250	TAN 00,4052 J01F ALE
10	Benzathine Penicillin inj. 2.4 Mega	TAN 00,262 JO1C ALE
11	Glycodin Cough Syrup 100 ml (POM) (From : Baddi)	TAN 06, 241 R05C ALE
12	Azithral Liquid (From : Baddi)	TAN 07, 251 J01F ALE
13	Brozeet Plus	TAN 07, 250 RO5A ALE
14	Zero cook n bake	-
15	Zero tablets	-
TAJIKISTAN (Ministry of Health)		
1	Ampicillin inj. BP 1 g	2739
2	Azithral-250	2744
3	Azithral-500	2745
4	Glycodin cough syrup	2740
5	Glycodin Tabs	2741
6	Nimegesic-100	2743
7	Nimegesic suspension	2742
TURKMENISTAN (Ministry of Health)		
1	Benzylpenicillin Inj BP 1 Mega	002007

2	Omezol 20	002008
3	Ampicillin Inj 500 mg	002009
UGANDA (NDA – National Drug Authority)		
1	Ciprowin 500	1734/06/97
2	Fortified Procaine Penicillin inj. 4 mega	2028/06/97
3	Benzympenicillin 1 mega	1735/06/97
4	Benzathine Penicillin 2.4	1729/06/97
5	Roxid 150	1731/06/97
6	Zeet Expectorant	3537/06/00
7	Althrocine-S 250	4100/06/02
8	Glycodin Cough Syrup	4342/25/03
9	Brozeet	4447/25/04
10	Azithral Liquid	6188/06/08
11	Azithral-250	4340/06/03
12	Azithral-500	5962/06/07
13	Lormeg tablets	6086/03/08
UAE (Ministry of Health)		
1	Zero tabs	N.A.
2	Isovon caps	N.A.
UKRAINE (Ministry of Health)		
1	Glycodin cough syrup	P.11.00/02535
2	Ciprowin 250	UA/1834/01/01
3	Ciprowin-250 tabs in bulk (Generic)	UA/1835/01/01
4	Nimegesic 100	UA/1833/01/01
5	Nimegesic Suspension	UA/1833/02/01
6	Roxid 150	UA/2924/01/01
7	Roxid 150 tabs in bulk (Generic)	UA/2925/01/01
8	Roxid 300	UA/2924/01/02
9	Roxid 300 tabs in bulk (Generic)	UA/2925/01/02
10	Roxid kidtab	UA/2926/01/01
11	Roxid kidtab 50 mg in bulk (Generic)	UA/2927/01/01
12	Ceftriaxone injection USP 1 g Alcizon 1.0 g	UA/6158/01/01
13	Ceftriaxone inj. 1 g bulk	UA/6159/01/02
14	Glycodin Tablets	UA/7808/01/01
15	Althrocine-S 250	UA/4191/01/01
16	Althrocine-S 250 tabs in bulk (Generic)	UA/4192/01/01
17	Althrocine-S 500	UA/4191/01/02
18	Althrocine-S 500 tabs in bulk (Generic)	UA/4192/01/02
19	Azithral-250	UA/5452/01/01
20	Azithral-250 mg bulk	UA/5453/01/01
21	Azithral-500	UA/5452/01/02
22	Azithral-500 mg bulk	UA/5453/01/02
23	Azithral Injection	UA/7748/01/01
24	Cefepime 1 g	UA/4628/01/01
25	Cefepime 1 g in bulk	UA/4629/01/01
26	Ciprowin-500 film coated tablets	UA/1834/01/02
27	Ciprowin-500 film coated tablets bulk	UA/1835/01/02



UZBEKISTAN (Ministry of Health)		
1	Glycodin Cough Syrup 100 ML.	Б-250-95 № 30804
2	Glycodin Cough Syrup 50 ML.	Б-250-95 № 30804
VIETNAM (Ministry of Health)		
1	AlembicRoxid 150	VN-8880-04
2	AlembicAzithral 250	VN-9899-05
3	Nimegesic 100	VN-0728-06
4	Lovameg 20	VN-1098-06
5	AlembicRoxid kidtab	VN-0020-06
6	AlembicAzithral Inj 500 mg	VN-1095-06
7	AlembicAzithral Liquid	VN-0725-06
8	AlembicAzithral 500	VN-0724-06
9	AlembicRoxid liquid	VN-1096-06
10	Sparta 200	VN-1099-06
11	Azithral kidtab	VN-3355-07
12	Lormeg	VN-3357-07
13	Sionara-100	VN-3359-07
14	Sionara-200	VN-3360-07
15	Ecwin-7.5	VN-5163-08
16	Ecwin-15	VN-5162-08
17	Cefetal inj 1 g	VN-7955-09
18	Aldinir Caps 300 mg (URR)	VN-7433-09
19	Aldinir suspension	VN-8692-04
20	AlembicAlflucoz	VN-9898-05
21	AlembicPefbid	VN-9900-05
22	Althrocin S 500	VN-3354-07
23	Altamet-500	VN-5826-08
24	Rehydral	VN-3358-07
25	Lipilo Supra (Fenofibrate 16 mg)	VN-3356-07
26	Altamet 250	VN-1097-06
27	AlembicRoxid Liquid	VN-1096-06
28	Suprapime 500 mg	VN-0732-06
29	Suprapime 1000 mg	VN-0731-06
30	Supercef 500 mg	VN-0730-06
31	Supercef 1000 mg	VN-0729-06
32	AlembicPactum	VN-0727-06
33	AlembicFortafen	VN-0726-06
34	AlembicOmezol	VN-0019-06
35	Forminal-850	VN-4958-10
36	Dazzidime (Cefetamet Pivoxil tablets 500 mg)	VN-4957-10
37	Nitagold (Cefetamet Pivoxil tablets 500 mg)	Reg. awaited
YEMEN (Ministry of Public Health and Population)		
1	FPP 0.4 mega	192
2	Benzathine Penicillin 1.2	192
3	Benzylpenicillin inj. 1 M	193
4	Omezol-20	193
5	Ampicillin inj. BP 500 mg	193
6	Zeet Expectorant	194

ZAMBIA (Ministry of Health)		
1	Fortified Procaine Penicillin 4 mega	215/008
2	Benzylpenicillin inj. 5 mega	215/009
3	Sparta-200	215/010
4	Azithral Liquid 200	215/011
5	Brozeet Syrup	215/001
6	Benzathine penicillin inj. 2.4 mega	215/002
7	Zeet Expectorant	215/003
8	Clarithro-250	215/004
9	Glycodin cough syrup	215/005
10	Lormeg-10	215/006
ZIMBABWE (MCAZ – Medicines Control Authority of Zimbabwe)		
1	Benzylpenicillin inj. 5 mega (Through Caps Zimbabwe)	Neutral Label
2	Benzathine penicillin inj. 2.4 mega (Through Cpas Zimbabwe)	Neutral Label
3	Procaine penicillin inj. 3 mega	2002/7.1.2/4049
4	Fortified Procaine penicillin inj 4 mega	2003/7.11/4175

#### List of Insurance Policies

Name of Authority	Nature of Registration/ License	Registration/License Number	Sum Ensured (Rs. in lacs)
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440095	27579
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440098	4185
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440101	272.6
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440102	5058.25
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440111	10800
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440137	7974
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440140	4600
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440147	4000
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440151	850
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11441002	2465
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440157	600
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440158	3025
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440160	3290
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440161	1712

Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440162	125
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440166	1500
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440167	2050
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	44100158	40417
Iffco Tokio General Insurance Co Ltd	Public Liability Co. Act	41013886	1500
Iffco Tokio General Insurance Co Ltd	Money Insurance	45026004	62.75
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11440163	93.25
Iffco Tokio General Insurance Co Ltd	All Risk Policy	55011271	94.78
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	32036604	150.86
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	56000001	62
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11441252	5350
Iffco Tokio General Insurance Co Ltd	Standard Fire and Special perils Policy	11446042	640
Iffco Tokio General Insurance Co Ltd	Professional Indemnity Liability	41010936	50
Iffco Tokio General Insurance Co Ltd	Product Recall Insurance	61010262	100
Iffco Tokio General Insurance Co Ltd	Commercial General Liability Policy	41013824	4600
LIC OF INDIA	Key man Insurance Policy	873234309	200
LIC OF INDIA	Key man Insurance Policy	873235960	200
Iffco Tokio General Insurance Co Ltd	Clinical Trial Liability Policy	41011886	100
Iffco Tokio General Insurance Co Ltd	Group Mediclaim Insurance	52132021	500
Iffco Tokio General Insurance Co Ltd	Group personal Accident Policy	51118311	3000
Iffco Tokio General Insurance Co Ltd	Group Mediclaim Insurance	52160427	5442
Chola Mandalam MS General Insurance Co Ltd	Group personal Accident Policy	APG 00003/3403/000/02	26659.5
Iffco Tokio General Insurance Co Ltd	Annual Turnover Policy	21556389	87044.3
Iffco Tokio General Insurance Co Ltd	Boiler and Pressure plant Policy	32036598	137.5
Export credit Guarantee Corporation of India	Single Buyer Exposure Policy	SBE – 0370000315	449.5
Iffco Tokio General Insurance Co Ltd	Motor Policy	As per registration numbers mentioned in point No.D below	166.42

Benefits in respect of price of Erythromycin Estolate(Ex-Ferm) given vide order dated 13/10/2005 of the Hon'ble Gujarat High Court.

Continuation of Power supply by Alembic Limited from its con-generation power plant to Research and Development center.

All common law rights and/or statutory rights of Pharmaceutical Division in various trademarks/patents/copy rights and/or any other Intellectual Properties registrations and/or applications.

D. VEHICLES :

List Of Vehicles

Description	Registration Number	
SKODA OCTAVIA 2.0	GJ 6 AB	9526
MARUTI ZEN VXI	MH 01 GA	9299
TRACTOR TRAILER	GJ 6 U	9233
TOYOTA COROLLA 1.8 G A/T	GJ 6 BL	8993
FIAT PALIO	GJ 6 AH	8563
HONDA CITY 1.5 EXI	GJ 6 AB	8096
HONDA CIVIC 1.8 S M/T	GJ 6 BL	8039
GRAND CHEROKEE JEEP	GJ 6 JJ	8028
TRACTOR	GJ 6 P	8026
HONDA CIVIC 1.8 S M/T	GJ 6 BL	7975
BOLERO INVADER 4X4	GJ 6 CM	7826
TRACTOR TRAILER	GTK	7713
TRACTOR TRAILER	GTB	7669
TRACTOR TRAILER	GTK	7622
TRACTOR TRAILER	GTK	7621
YAMAHA 350	GBR	7620
TRACTOR	GJB	7242
CHEVROLET TAVERA SS D1	GJ 6 BA	7208
FIAT PALIO 1.2 ELX	GJ 6 AH	6836
ROYAL ENFIELD BULLET 350 STD.	GJ 6 DS	6799
BMW 320D CE	GJ 6 DQ	6701
DUCATI MONSTER S4R	GJ 6 BG	6644
TRACTOR	GJB	6496
YAMAHA RX-100	GJ 6 H	6455
JAGUAR XJ6 AUTO TRANS	GAA	5957
TOYOTA INNOVA	GJ 6 CM	5692
MITSUBISHI LANCER	GJ 6 AH	5214
PIAGGIO APE 3 WHEELER TEMPO	GJ 6 XX	5012
ROYAL ENFIELD BULLET 500 CC	GJ 6 AL	4991
HONDA CITY 1.5 EXI	GJ 6 AH	4640
SKODA RS	GJ 6 BA	4622
TOYOTA QUALIS	GJ 6 AB	5938
TOYOTA QUALIS	GJ 6 AH	4413
FIAT PALIO	GJ 6 AH	4351
MARUTI CAR	GJ 6 JJ	4153
OPEL ASTRA	GJ 6 AA	3988
TOYOTA INNOVA V PETROL	GJ 6 BL	3680

HONDA ACCORD V6	GJ 6 BL	3486
WATER TANKER	GJ 6 X	3120
HYUNDAI ACCENT	GJ 6 AH	2714
MARUTI CAR DX	GJ 6 JJ	1694
MITSUBISHI PAJERO	GJ 6 K	1584
M-BENZ S-320	GJ 6 AB	1244
M-ZEN	GJ 6 A	976
AMBULANCE	GJ 6 U	880
AMBULANCE	GJ 17 V	179
AMBULANCE	GJ 6 Z	145
TRACTOR	GJ 6 P	9870
TATA INDIGO MANZA QUADRAJET AQUA	GJ 6 DQ	47
BABAJ KAWASAKI RTZ	GJ 6 C	617

For **Alembic Limited**

**Sd/-**

**R. K. Baheti**

Director-Finance &  
Company Secretary

March 1, 2011

**NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD BENCH  
AHMEDABAD**

**CP (CAA) NO. 47/2019 in  
CA(CAA) NO. 23 /NCLT/AHM/2019**

**In the matter of:**

Alembic Limited  
Having its registered office at  
Alembic Road,  
Vadodara-390 003  
**Gujarat**

.... Petitioner First Demerged Company

Shreno Limited  
Having its registered office at  
Alembic Road,  
Vadodara-390 003

....Petitioner First Resulting Company /Transferee  
Company and Second Demerged Company

Nirayu Private Limited  
Having its registered office at  
FF-54, Avishkar Complex,  
Old Padra Road,  
Vadodara-390 015

.... Petitioner Second /Transferee Company

**Order delivered on 26<sup>th</sup> July, 2019**

**Coram: Hon'ble Shri Harihar Prakash Chaturvedi, Member (Judicial)  
Hon'ble Ms. Manorama Kumari, Member (Judicial)**

**Appearance:** Ms. Swati Soparkar, Advocate is present for the petitioner companies

**ORDER**

**(Per se: Ms. Manorama Kumari, Member (Judicial))**

1. The instant joint petition is filed by the Petitioner Companies under Section 230 and 232 read with Section 66 of the Companies Act, 2013 seeking sanction of this Tribunal to a Composite Scheme of Arrangement involving (a) Demerger of the Identified Real Estate Undertaking of Alembic Limited, the Petitioner First Demerged Company, with Shreho Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company (b) Demerger of Engineering Division and Investment Division of Shreno Limited, the Petitioner First Resulting Company /Transferee Company and Second Demerged Company with Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company and (c) Restructuring of Share Capital of Shreno Limited, the Petitioner First Resulting Company /Transferee Company and Second Demerged Company and Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company



2. It is submitted that all the Petitioner Companies belong to the same group of management viz. Alembic Group. The rationale and the benefits of the proposed Scheme as envisaged by the Board of Directors of the Petitioner Companies are as under:
  - i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic Limited, the Petitioner First Demerged Company and Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company which is currently embedded in the value of Alembic Limited, the Petitioner First Demerged Company and Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company, respectively.
  - ii. Elimination of inter-company cross holdings.
  - iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic Limited, the Petitioner First Demerged Company to the Petitioner First Resulting/Transferee Company and Second Demerged Company.
  - iv. Achieve cost optimization and specialization for sustained growth.
  - v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and
  - vi. Enhancing shareholder value by creating leaner and focused organizations.
3. It is submitted that the Petitioner Companies have submitted the report confirming the proposed Share Entitlement Ratio of Equity Shares, being just and reasonable provided by M/s. Chaturvedi & Shah, Chartered Accountants and the Fairness opinion for the proposed Share Entitlement Ratio, in relation to Part II of the Scheme issued by M/s Fedex Securities Limited, the Merchant Bankers, with their Company Application. The Petitioner Companies have also submitted along with the Company Application, the certificate from their Statutory Auditors confirming the compliance of applicable Accounting Standards for the accounting treatment proposed under the Scheme.
4. It is stated that Alembic Limited, the Petitioner First Demerged Company, is a listed public limited company. Therefore, proposed Scheme was placed before the Audit Committee meeting of Alembic Limited, the Petitioner First Demerged Company on 3<sup>rd</sup> November 2018 and thereafter on receipt of the recommendation of the Audit Committee, the same was placed before the respective Board of Directors of all the Petitioner Companies. The resolutions dated 3<sup>rd</sup> November 2018 were passed by the Board of Directors of all the Petitioner Companies. The Scheme was thereafter presented to BSE Limited and the National Stock Exchange of India Limited respectively and the observation letters dated 24<sup>th</sup> January, 2019 and 25<sup>th</sup> January 2019 respectively, received from BSE Limited and National Stock Exchange of India Limited, have been submitted by the Petitioner First Demerged Company, at the time of making Company Application to this Tribunal.
5. The Petitioner Companies filed the joint application before this Tribunal being CA(CAA) No. 23 of 2019 seeking directions to convene and hold separate meetings of Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited, the Petitioner First Demerged Company and Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company and dispensation of meetings of the Equity Shareholders, sole Preference Shareholder and sole Unsecured Creditor of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company. It was submitted that all the Equity Shareholders,

the sole Preference Shareholder and the Sole Unsecured Creditor of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company had submitted the consent affidavit approving the proposed Scheme. It was further submitted that there were no Secured Creditors of the Petitioner Second Resulting/Transferee Company. Hence, vide order dated 20<sup>th</sup> February 2019, passed in CA(CAA) No. 23 of 2019, the meetings of the Equity Shareholders, Preference Shareholder and Unsecured Creditor of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company, were dispensed with. Whereas, directions were issued for convening and holding separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited, the Petitioner First Demerged Company and Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company to obtain their approval to the proposed Scheme. Further directions were also issued for the service of notice of the meetings to all the concerned Equity Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Demerged Companies as well as publication of the notice of the meetings in English Daily 'Indian Express' Vadodara Edition and Gujarati translation thereof in Gujarati Daily 'Sandesh' Vadodara edition.

6. Pursuant to the directions of this Tribunal, notice of the meetings were sent individually to all the Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic, the Petitioner First Demerged Company as well as Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company on or before 7<sup>th</sup> March 2019, together with a copy of the Scheme of Arrangement and the Explanatory Statement as well as all other required disclosures. The notice convening the meetings were also published in Vadodara editions of English daily 'Indian Express' and Gujarati daily 'Sandesh' on 8<sup>th</sup> March 2019. The affidavit dated 20<sup>th</sup> March 2019 was filed by the Chairman of the said meetings confirming the compliance of the directions of this Tribunal contained in its order dated 20<sup>th</sup> February, 2019. The aforesaid meetings were duly convened and held at Vadodara on 9<sup>th</sup> April 2019 and the Chairman appointed for the said meetings reported the result of the said meetings to this Tribunal vide his affidavit dated 12<sup>th</sup> April 2019.
7. (i) In case of Alembic Limited, the Petitioner First Demerged Company, perusal of the Chairman's report confirms the approval of the Scheme by a majority of 88.18% in number and 99.03% in value of the Equity Shareholders, who cast their vote through postal ballot, e voting and physical ballots at the meeting. Further, the number of votes cast by the Public Shareholders in favour (i.e. 2,06,69,713 votes) of the resolution approving the proposed Composite Scheme of Arrangement were far more than the number of votes cast against it (i.e. 18,11,932 votes) by the Public Shareholders, thereby approving the resolution as required as per SEBI Circular CFD/DIL3/CIR/2017/21 dated 10<sup>th</sup> March, 2017, by a majority of 91.94%. The Scheme was approved unanimously by the Secured Creditors as well as Unsecured Creditors of the Petitioner First Demerged Company at their respective meetings.  
(ii) In case of Shreno Limited, perusal of the Chairman's report confirms, the approval of the Scheme by a majority of 88.81% in number and 99.85% in value of the Equity Shareholders, who cast their vote through postal ballot, e voting and physical ballots at the meeting. The Scheme was approved unanimously by the Secured Creditors as well as Unsecured Creditors of the Petitioner First Resulting/Transferee Company and Second Demerged Company at their respective meetings.
8. Vide the aforesaid order dated 20<sup>th</sup> February 2019, the Petitioner Companies were also directed to serve Notice of the Scheme upon the statutory authorities viz. (i) Central Govt. through the Regional Director, North-Western Region, (ii) Registrar of Companies, Gujarat, (iii) concerned Income Tax Authorities, (iv) The Reserve Bank of India for the two Petitioner Demerged

Companies, and (v) BSE Limited, (vi) National Stock Exchange Limited and (vii) Securities and Exchange Board of India only in case of Alembic Limited, the Petitioner First Demerged Company, along with Notice, Explanatory Statement and required disclosures. The notices were duly served upon all the aforesaid statutory authorities on or before 8<sup>th</sup> March 2019. The affidavit dated 20<sup>th</sup> March 2019 confirming the compliance of the said directions of this Tribunal dated 20<sup>th</sup> February, 2019 for service of notice upon all the aforesaid statutory authorities along with the acknowledgments was filed before this Tribunal. In response to the said notice, the Regional Director filed an affidavit with this Tribunal dated 25<sup>th</sup> April 2019. No Representations were received from the Income Tax authorities or any other statutory authority for any of the Petitioner Companies.

9. The joint petition was filed on 18<sup>th</sup> April 2019 before this Tribunal for sanction of the Composite Scheme of Arrangement involving (a) Demerger of the Identified Real Estate Undertaking of Alembic Limited, the Petitioner First Demerged Company, with Shreno Limited, the Petitioner First Resulting/Transferee Company and Second Demerged Company (b) Demerger of Engineering Division and Investment Division of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company with Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company and (c) Restructuring of Share Capital of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company and Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company and was admitted on 30<sup>th</sup> April 2019. The date of hearing was fixed as 20<sup>th</sup> June 2019. This Tribunal issued directions to the Petitioner Companies to publish notice of hearing of the petition in English daily, 'Indian Express' and Gujarati daily, 'Sandesh' Vadodara editions for all the Petitioner Companies, at least 10 days before the date of hearing of the petition. Further directions were also issued to serve notice of hearing of the petition upon the statutory authorities viz. (i) Central Govt. through Regional Director North Western Region, (ii) Registrar of Companies, and (iii) Income Tax authorities, at least 10 days before the date of hearing of the petition.
10. Pursuant to the directions of this Tribunal dated 30<sup>th</sup> April, 2019, notices were duly served by the Petitioner Companies on the statutory authorities viz. (i) Central Govt. through Regional Director- North Western Region, (ii) Registrar of Companies, and (iii) Income Tax authorities on or before 6<sup>th</sup> May 2019 and publication of notice of hearing of the petition was made in the Vadodara editions of English daily 'Indian Express' and Gujarati daily, 'Sandesh' on 5<sup>th</sup> June 2019. The affidavit of publication of notice and service of notice of hearing of the petition upon the aforesaid statutory authorities dated 5<sup>th</sup> June 2019 was filed by the Petitioner Companies before this Tribunal and the same is placed on record. Since the proposed Scheme involves only De-merger, no notice was required to be served upon the Official Liquidator.
11. It is submitted that common representation in the form of an affidavit dated 25<sup>th</sup> April 2019 containing observations of the Regional Director for the Petitioner Companies, was received. The Petitioner Companies filed a common response to the observation made by the Regional Director, in the aforesaid representation in the form of an affidavit dated 2<sup>nd</sup> May 2019.
  - (i) It is stated that Para 2 (a), (b) and (e) of the representation of the Regional Director, confirm the nature of proposal, consideration as confirmed by the Chartered Accountant as well as rationale of the proposed arrangement and description of factual aspects, therefore, do not require any explanation.
  - (ii) Para 2(c), of the representation of the Regional Director, refers to the proposed transfer of part of the Authorised Share Capital, existing in the form of unissued Preference Share Capital of Shreno Limited, the Petitioner First Resulting Company/Transferee

Company and Second Demerged Company to Nirayu Private Limited, the Petitioner Second Resulting Company, as envisaged under Clause 26 and 27 of the proposed Scheme and the consequent amendment in the Capital Clause of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company to Nirayu Private Limited, the Petitioner Second Resulting Company. It is observed by the Regional Director that such transfer and consolidation of the Authorised Capital is permissible under the provisions of law only for the proposed Scheme of Amalgamation and Mergers and not for the Scheme of Arrangement involving De-merger. In this regard, it is submitted by the Petitioner Companies that there is no specific provision of law prohibiting such transfer and consolidation of capital in case of De-merger. Reliance is placed on the Judgment of Hon'ble Gujarat High Court in the matter of Elitecore Technologies Private Limited, Company Petition No. 56 and 57 of 2012 in Company Applications No.131 and 132 of 2012.

- (iii) Vide Para 2 (d) of the affidavit, it is observed by the Regional Director that the Authorised Share Capital of Nirayu, the Petitioner Second Resulting/Transferee Company is insufficient to issue the shares to the shareholders of Shreno Limited, the Petitioner First Resulting Company/Transferee Company, as per the Share Entitlement ratio envisaged in the Scheme. In this regard, it is submitted by the Petitioner Companies that Clause 16.10 of the Scheme provides for the increase in the Authorized Capital of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company to the extent required after giving effect to above referred clauses 26 and 27 of the Scheme. It is further clarified that Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company shall comply with the applicable provisions of the Companies Act, for such increase including the payment of applicable stamp duty and registration fees etc.
- (iv) Vide para 2 (f) of the representation of the Regional Director, it is observed by the Regional Director that Alembic Limited, the Petitioner First Demerged Company, being a listed company shall be required to comply with SEBI circular No, CFD/DIL/3/CIR/2017/21 dated 10<sup>th</sup> March 2017. It is submitted by the Petitioner Companies that Alembic Limited, the Petitioner First Demerged Company has complied with the applicable provisions of the said circular. Alembic Limited, the Petitioner First Demerged Company has already obtained prior approval from the concerned stock exchanges in the form of Observations Letters and has further complied with the directions contained in such observation letters dated 24<sup>th</sup> January, 2019 and 25<sup>th</sup> January 2019 received from BSE Limited and the National Stock Exchange of India Limited respectively. It is further undertaken by Alembic Limited, the Petitioner First Demerged Company, to make required compliances upon Scheme being effective.
- (v) Vide para 2(g) of the representation of the Regional Director, it is observed and confirmed by the Regional Director that the Object Clause of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company shall be amended, as envisaged under Clause 27.3 of the Scheme, under the principle of Single Window Clearance. In view of the same, no further procedural compliance under Section 13 is required.
- (vi) Vide para 2 (h) of the representation of the Regional Director, it is desired by the Regional Director that directions be issued for compliance of Section 2 (19AA) of the Income Tax Act, since the Scheme involves De-merger. In this regard, it is submitted by the Petitioner Companies that clause (C) of the Preamble of the Scheme clearly provides for the same.



- (vii) Vide para 2 (i) of the representation of the Regional Director, it is observed by the Regional Director that part of the share capital is held by the Non Resident Indians/ Foreign Nationals/Foreign Body Corporate in case of Alembic Limited, the Petitioner First Demerged Company as well as Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company. The Regional Director has sought confirmation about the compliance of provisions of FEMA and RBI guidelines. In this regard, it is confirmed by the Petitioner Companies that that the Alembic Limited, the Petitioner First Demerged Company as well as Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company have so far made the compliance of all the applicable provisions of FEMA and RBI guidelines. Both the Petitioner Companies have further filed a joint application dated 18<sup>th</sup> April 2019 with RBI seeking their approval as mentioned in Clause 5.2 to 5.4 and 16.2 to 16.4 of the Scheme. A copy of the said application is filed as Annexure - A with the said Additional Affidavit. It is also submitted by the Petitioner Companies that notice under Section 230 (5) of the Companies Act, 2013 has been served upon RBI and RBI has not made any representation so far.
- (viii) Vide para 2 (j) of the representation of the Regional Director, it is observed by the Regional Director that Clauses 5.2 to 5.4 and 16.2 to 16.4 of the Scheme provide for the appointment of a Category -1, Merchant Banker to act on behalf of and as an agent and trustee of the members who are resident outside India. It is clarified by the Petitioner Companies that the said proposal is provided solely to deal with a contingent situation, in case the requisite approval is not granted by the applicable statutory authority for issue of the Redeemable Preference Shares to such Non Resident Shareholders of Alembic Limited, the Petitioner First Demerged Company as well as Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company. The statements indicating such shareholding by NRIs and/or foreign nationals, in terms of value of such shareholding and %age of the total shareholding, in case of both Alembic Limited, the Petitioner First Demerged Company as well as Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company respectively are filed as Annexure-B-1 and B-2 with the said Additional Affidavit.
- (ix) Vide para 2 (k) of the representation of the Regional Director, it is observed by the Regional Director that Clause 27.2 of the Scheme which deals with the conversion of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company from a private limited company to a public limited company is an indirect conversion without compliance of due procedure. In this regard, it is submitted by the Petitioner Companies that the said conversion is consequential to the Scheme and is proposed as an integral part of the Scheme. On issuance of shares of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company to the shareholders of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company as envisaged under Clause 16 of the Scheme, as a consideration for the Demerged Undertaking, shall automatically increase the number of shareholders and the said Transferee Company shall have more number of shareholders than that permissible to a private limited company. It is already clarified under Clause 27.2.1 of the Scheme that it shall be deemed that the members of Nirayu Private Limited, the Petitioner Second Resulting/Transferee Company have also resolved and accorded all relevant consents under Section 13 of the Act or any other provisions of the Act and there will be no requirement to pass a separate resolution as required under Section 13, 14, 18 and other applicable provisions of the Act. It is further submitted that the principle

of Single Window Clearance is applicable to the said proposal of conversion also as the said conversion is the integral part of the Scheme and no separate procedure is required to be followed for the same.

12. No representation has been received from the Income Tax Authorities. However, the Petitioner Companies submit that on the basis of the records of the Petitioner Companies as on 31<sup>st</sup> March 2019, statement giving the details of the disputed and undisputed income tax demands against all the Petitioner Companies as well as the details of the pending appellate proceedings is annexed to the said Additional Affidavit as Annexure C. It is confirmed by the Petitioner Companies that the undisputed demands shall be paid in due course. It is further confirmed that for the disputed tax demands, as and when the said demands are crystalized, the respective Petitioner Companies will be liable for making payments for the same. The Petitioner Companies undertake to abide by all the applicable provisions of the Income Tax Act.
13. In compliance with the proviso to sub-section (7) of Section 230, the petitioner companies have placed on record the certificates of Chartered Accountant dated 3<sup>rd</sup> November 2018, confirming that the accounting treatment envisaged under the said Scheme of Arrangement in the books of the respective Demerged Companies and the Resulting Companies is in compliance with the applicable Accounting Standards notified by Central Govt. in section 133 of the Companies Act, 2013.
14. On receipt of notice, one of the shareholders/interveners appeared before this Tribunal on 30.04.2019 objecting the Scheme. Since he has not filed his written formal objections, he was allowed to file his written submissions within two weeks. However, he failed to file his formal objections within the stipulated period, however, on the date of hearing i.e. 20.06.2019 an affidavit was submitted on behalf of one shareholder viz. Mr. Mahesh Chandak by way of objections to the said Scheme. Mr. Nipun Singhvi appeared for the said shareholder. The objections mainly related to the swap ratio proposed in the Scheme of merger of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company, being unfair to the shareholders and against the interests of minority shareholders of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company and the valuation report does not disclose the mandatory requirements as per the valuation standards with the only object to enable the promoters to take control of the new company without compensating the shareholders of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company and the documents relied by the Chartered Accountant not made available to the objectors.
15. It is stated by the Petitioner Companies that Objector Shareholder did not file any objections to the proposed Scheme before the date of hearing of the petition i.e. 20<sup>th</sup> June 2019. However, some letters from the said shareholder and two other shareholders were sent vide e mails to Mr. Devang Nanavati, who had acted as the Chairman of the meetings, pursuant to the directions issued by this Tribunal vide order dated 20<sup>th</sup> February 2019. At the time of hearing of the petition, an Additional affidavit dated 19<sup>th</sup> June 2019 was submitted by the Petitioner Companies in response to such communications, dealing with the issues raised by these shareholders.
- 15.1 Ld. Sr. Counsel Mr. Saurabh Soparkar, with Ld. Counsel Mrs. Swati Soparkar, appeared for the Petitioner Companies. The preliminary objection was raised on behalf of the Petitioner Companies with regard to locus standi of the said shareholder and his eligibility to object to the Scheme as he does not hold the requisite number of shares, as envisaged under the statute. Extensive arguments were made by both the sides. Besides, the Petitioner Companies submitted that shareholding of the Objector/ Shareholder is miniscule and is less than even 0.01% of the total share capital of Shreno



Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company.

16. Considering the submissions of both the sides, this Tribunal observes that the Objector Shareholder of Shreno Limited, the Petitioner First Resulting Company/Transferee Company and Second Demerged Company has no locus standi and is not eligible to object to the Scheme as he holds less than 10 per cent of the shareholding. Here it is pertinent to mention that proviso to Section 234(4) of the Companies Act, 2019 which states “**Provided that any objection to the compromise or arrangement shall be made only by persons holding not less than ten per cent of the shareholding or having outstanding debt amounting to not less than five per cent of the total outstanding debt as per the latest audited financial statement**”. Reliance is placed on the judgment of this Bench in the matter of **Neptue Overseas Limited versus National Multi-Commodity Exchange of India Limited** and the judgment of the Mumbai Bench of NCLT in the matter of **Aay Kay Global Ltd versus Mahindra Two Wheelers Ltd** and in the case of **Mukesh Mohan Chandiramani versus Tata Teleservices (Maharashtra) Limited**.
17. Considering the entire facts and circumstances of the case and on perusal of the Scheme and the documents placed on record, it appears that all the requirements of section 230 and 232 of the Companies Act, 2013 are satisfied and the objection so made by the objector holding 0.01% is not maintainable.
18. As a result, the petition being CP(CAA) No. 47 of 2019 is hereby allowed. The Scheme which is at Annexure- ‘G’ to the petition is hereby sanctioned and it is declared that the same shall be binding on the Petitioner Companies, their shareholders, secured creditors and unsecured creditors and all concerned under the scheme.
19. The amount to be paid to the Office of the Regional Director towards legal costs and expenses is quantified at Rs. 37,500/-. The said fees to the Regional Director shall be paid by Alembic Limited, the Petitioner First Demerged Company.
20. Filing and issuance of drawn up order is hereby dispensed with. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order along with Scheme immediately.
21. The Petitioner Companies are further directed to lodge a copy of this order, the schedule of immovable assets of the respective Demerged Undertakings of two Demerged Companies as on the date of this order and the Scheme duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, on the same within 60 days from the date of the order.
22. The Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with INC-28 in addition to physical copy as per provisions of the Act.
23. CP (CAA) No. 47 of 2019 is disposed off accordingly.

**Sd/-**  
**Ms. Manorama Kumari**  
**Member (Judicial)**

**Sd/-**  
**Harihar Prakash Chaturvedi**  
**Member (Judicial)**

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL**  
**AHMEDABAD BENCH**  
**C P (CAA) NO. 47 OF 2019**  
**CONNECTED WITH**  
**C A (CAA) NO. 23 OF 2019**

In the matter of the Companies Act, 2013

AND

In the matter of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Arrangement involving Demerger between Alembic Limited ('First Demerged Company') and Shreno Limited ('First Transferee Company' or where the context so required 'Second Demerged Company'), and between Shreno Limited and Nirayu Private Limited ('Second Transferee Company') and restructure of capital of Shreno Limited and Nirayu Private Limited.

- (i) Alembic Limited.  
(CIN L26100GJ1907PLC000033)  
A company incorporated under the provisions of Indian Companies Act, VI of 1882 and having its registered office at Alembic Road, Vadodara - 390003 in the State of Gujarat..... **Petitioner First Demerged Company**
- (ii) Shreno Limited.  
(CIN U26100GJ1944PLC000345)  
A company incorporated under the provisions of Companies Act, 1913 and having its registered office at Alembic Road, Vadodara –390003, in the State of Gujarat..... **Petitioner First Resulting/ Transferee Company and Second Demerged Company**
- (iii) Nirayu Private Limited.  
(CIN U51909GJ1971PTC098778)  
A company incorporated under the provisions of Companies Act, 1956 and having its registered office at FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015, in the State of Gujarat..... **Petitioner Second Resulting/Transferee Company**

List of Assets of the Demerged Undertaking 1 of **Alembic Limited** as on 26<sup>th</sup> July 2019, being the date of the order passed by the Hon’ble Tribunal, to be transferred to Shreno Limited, pursuant to the Scheme of Arrangement sanctioned by the Hon’ble, National Company Law Bench at Ahmedabad.

**Schedule**

**Part I**

**Particulars of Freehold Properties**

**(i) Land:**

All that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chhani, Taluka: Chhani, District: Vadodara, bearing Survey No. 256/2, part admeasuring approx. 4,500 square meters comprised in Town Planning Scheme No. 13 by Final Plot No. 78, Plot no-2, Vadodara, 390024 the said land is bounded as follows:-

On or towards East by:	:	40.mt wide Ahmedabad-Vadodara Main Road.
On or towards West by:	:	F.P. No 78 Plot no-1
On or towards North by:	:	18.mt T.P. Road
On or towards South by:	:	F.P. No. 78 Plot no-1

**(ii) Building: - N.A.**

**(iii) Plant and Machinery: (if any, imbedded or attached to earth): N.A.**

**Part II**

**Particulars of Leasehold Properties: N.A.**

**Part III**

**(i) Particulars of Investment in Shares & Securities:**

Particulars	Rs.
<b>Equity Shares (Fully paid up)</b>	
Shreno Limited - 10,16,732 Equity Shares of face value Rs. 100/- each.	3,52,76,591

Note: The said shares shall stand cancelled by operation of law upon the said transfer.

**(ii) Particulars of Bank & Demat Account:**

Sr. No.	Bank & Branch	Type of Account	Account No.
	N.A.	N.A.	N.A.

**(iii) Registration with Various Authorities under respective laws, Bodies etc.:**

Name of Authority	Nature of registration	Registration Number
Vadodara Mahanagar Palika	Building Permission	Ward 7 -1 / 2019-20 dated 16 <sup>th</sup> April, 2019
Airport Authority of India	Height Clearance	Letter dated 14 <sup>th</sup> October, 2016 for NOC ID: VADO/WEST/B/091916/172632

**For Alembic Limited**

**Sd/-**  
**Drigesh Mittal**  
**Company Secretary**

List of Assets, of the Demerged Undertaking 2 of **Shreno Limited** as on 26<sup>th</sup> July 2019 being the date of the order passed by the Hon’ble Tribunal, to be transferred to Nirayu Private Limited, pursuant to the scheme sanctioned by the Hon’ble, National Company Law Tribunal Bench at Ahmedabad.

**Schedule**

**Part I**

**Particulars of Freehold Properties**

**(i) Land:**

- (a) All that piece and parcel of Land including following Revenue Survey Numbers 1178 pakki city survey no 1884, Block no C-2/24 in Baroda Industrial Development Corporation (BIDC), Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Estate Road
On or towards South	:	Estate road running East-West leading to the main entrance of this factory shed.
On or towards East	:	Block No.C-2/23
On or towards West	:	Estate side road running North-South touching the western boundary wall of the estate.

S.N	Rev. Survey No	Area (Sq. Mt)	Remarks
1	1178/pakki Plot no C-2/24	1214.00	Industrial Estate
	Total	<b>1214.00</b>	

- (b) All that piece and parcel of Land including following Revenue Survey Numbers 1178 paiki city survey no 1886,1887, Block no C-3/23 & C-3/24 in Baroda Industrial Development Corporation (BIDC), Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Estate Road
On or towards South	:	Block nos.C-2/23 & 2/24
On or towards East	:	Estate Road
On or towards West	:	Estate Road

S.N	Rev. Survey No	Area (Sq. Mt)	Remarks
1	1178/pakki Plot no C-3/23	1214.00	Industrial Estate
2	1178/pakki Plot no C-3/24	1214.00	Industrial Estate
	Total	<b>2428.00</b>	

- (c) All that piece and parcel of Land including following Revenue Survey Numbers 1178/paiki,1179 in Plot no G1, G2 and G3, in Baroda Industrial Development Corporation (BIDC),Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Block No.G-4
On or towards South	:	Estate Road
On or towards East	:	Estate Road
On or towards West	:	Govt. Land

S.N	Rev. Survey No	Area (Sq. Mt)	Remarks
1	1178/pakki	3704.27	Industrial Estate
2	1179	148.70	Industrial Estate
	Total	<b>3852.97</b>	

(d) All that piece and parcel of Land including following Revenue Survey Numbers 1021/1 pakki, city survey no 1989 to 1997 in block no C-3/30, 3/31, 4/22, 4/23, in Baroda Industrial Development Corporation (BIDC), Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Estate Road
On or towards South	:	Estate Road
On or towards East	:	Estate Road
On or towards West	:	Estate Road

S.N	Rev. Survey No	Area (Sq. Mt)	Remarks
1	1021/1paiki	5524.00	Industrial Estate
	Total	<b>5524.00</b>	

**(ii) Building:**

(a) All that industrial contracted areas and buildings admeasuring approx. 448.97 sq. mt built up area located at portions of Revenue Survey no.1178/pakki and City Survey no 1884, in Baroda industrial Development Corporation (BIDC) Village Gorwa, Taluka Vadodara City North, Dist. Vadodara ( Gujarat) bounded as follows:

On or towards North	:	Block no Estate Road
On or towards South	:	Estate Road
On or towards East	:	Block no C-2/23
On or towards West	:	Estate Road

S.N	City Survey No	Area (Sq. Mt)
1	1884	448.97
	Total	<b>448.97</b>

(b) All that industrial contracted areas and buildings admeasuring approx. 2938.12 sq. mt. built up area located at portions of Revenue Survey no.1178/pakki and City Survey no 1886, 1887 in Baroda Industrial Development Corporation (BIDC) Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Estate Road
On or towards South	:	Block nos.C-2/23 & 2/24
On or towards East	:	Estate Road
On or towards West	:	Estate Road

S.N	City Survey No	Area (Sq. Mt)
1	1886	748.12
2	1887	2190.00
	Total	<b>2938.12</b>

(c) All that industrial contracted areas and buildings admeasuring approx. 1900 sq. mt built up area located at portions of Revenue Survey no.1178/pakki and 1179 Plot no G1, G2 and G3 in Baroda Industrial Development Corporation Village Gorwa, Taluka Vadodara City North, Dist. Vadodara (Gujarat) bounded as follows:

On or towards North	:	Block No.G-4
On or towards South	:	Estate Road
On or towards East	:	Estate Road
On or towards West	:	Govt. Land

(d) All that industrial contracted areas and buildings admeasuring approx. 2931.56 sq. mt. built up area located at portions of Revenue Survey no.1021/1 pakki, City Survey no 1989 to 1997, block no C-3/30, 3/31, 4/22, 4/23 in Baroda Industrial Development Corporation (BIDC) Village Gorwa, Taluka Vadodara city North, Dist. Vadodara ( Gujarat) bounded as follows:

On or towards North	:	Block no G-4
On or towards South	:	Estate Road
On or towards East	:	Estate Road
On or towards West	:	Govt. Land

S.N	City Survey No	Area (Sq. Mt)
1	1989	1206
2	1990	1526.18
3	1991	35.75
4	1992	56.64
5	1993	41.28
6	1995	16.80
7	1996	28.11
8	1997	20.80
	Total	<b>2931.56</b>

(iii) **Plant and Machinery:** (if any, imbedded or attached to earth):

List of immovable assets, imbedded to earth:

List of Immovable Properties	
Asset description	Book val.
C-4 Boring Machine	15,204
Slide Lathe Machine	14,427
Radial Drill Machine	7,934
Lathe Machine	6,106
Lathe Machine-	5,201
Old Milling Machine (Acw)	1,905



Hydraulic Press Machine	1,882
Polishing Barrel Machine	939
Internal Grinding M/C	13,650
Thread Rolling Machine 512	12,863
Air Conditioner For Va-50 Machine	784
Centerless Grinding Machine	1,297
Horizontal Milling Machine	4,383
Boring Machine	3,395
Praga Make	1,972
Horizontal Band Saw Mach	16,876
Radial Drilling Machine-	2,529
Air Compressor (Paushak Ltd)	1,000
Cnc Turning Machine Tnd-360	1,62,436
Wall Mounting Fan-	371
Air Compressor 244 C7-5	1,290
Vertical Machine -Va 50-	1,75,129
Eot Crane For Cnc Dept	5,633
Cooper Horizontal Cnc Machine	3,57,900
Oil Cooler Unit Cap.2800	2,974
Over Head Crane 5 Tone	4,704
Wall Mounting Fan1	206
Celling Fan	45
Cnc Vertical Machine Center 750 F	2,13,916
Wall Mounting Fan Cnc Dept	267
Air Conditioner For Cnc Dept	1,985
Keejan Tool Preseiter Model Tp 301	11,872
Exhaust Fan1	270
Exhaust Fan2	139
Ect Crane 10 Ton Under Lease Sierra	2,130
Over Head Crane 1 Tone	1,841
Ammonia Printing And Developing Mc	3,233
Desital Multifunctional Machine	13,138
Milling Machin,M E & S CAM Express Turning	69,617
Eco Ventilator System	33,655
Old Air compressor foundation(H.A.CONSTRUCTION)	86,361
Cold Flanging Machine	10,496
Hydraulic Press M/C	2,488
Double Ended Grinder	186
Nibbler & Shear M/C	1,220
80T Press Brake	5,529
Simtool Shearing M/C	7,368
Plate Bending M/C	1,171
Air Compressor-Effort	293
Investa Radial Drill M/C	1,281

Bhadravati Lathe	1,053
Shaping Machine	771
Mk.Simoga Lathe	789
Simoga Lathe No 25	1,287
Elect.Sub Station	3,403
Eto Crain 10 Ton	4,341
Tool Grinding & Lapping	266
Kobra Hacksaw M/C No 9	534
Hindustan Redial Dreel M/C	7,043
Pyramide Plate Bending	9,808
Tool Grinding M/C	63
Universal Milling M/C	7,772
Bombay All Geared Lathe	8,371
Enterprises Lathe	1,554
Hydraulic Press M/C	18,276
Eot Crain 10 Ton	9,732
70 Kva Cap. Diesel Generater Set	10,767
Ingersoll Rand Air Compressor	1,142
Techno Keyway Milling M/C.	2,544
Dynamic Crane Hoist	9,801
200 Kva Transformer	7,275
Graves Diesel Gen. Set 125Kva, 6Ydck	21,750
Cabinate Drying Oven	1,116
Cabinate Oven For Electric Dryer	1,575
Oprating Host Cap 1.5 Ton - 2 Nos.	2,388
Elgi Make Compressor	336
10 Ton Carb ( Crain) (Trolly - Additonal)	12,000
10 Ton Carb ( Crain) (Trolly )	12,000
Horigental End Driven Balancing Machine	93,372
Ac Drive ,31Amp,3Phase,20 Hp Control Panel	12,706
Second Hand Drilling Machine	66,868
Multicut Machine Tools Swing Type Band	1,00,531
Crane Double Girder Eot Crane 10T.	8,64,730
5 M.Ton Capacity Welding Positioner	2,14,453
Heavy Duty Drill & Kpt -Magnetic Drill	6,258
Used Roller Bending Machine.	2,45,111
Used Hydraulic Press Break M/C.	9,94,889
Used Vertical Leath Dorise	1,47,151
Used Compressor Ingersoll	29,430
Crane Double Girder Eot Crane 15T	10,27,798
Crane 20 Ton Capacity 24 Mtr	12,73,343
Crane Double Girder Eot Crane 5 T.	29,049
Roller M/C,Hydrolic Press Break M/C (Metso Paper)	13,52,412
Used Drilling Grind Machine	2,44,108

Horigental End Driven Balancing Machine	69,544
Isotherm System Cnc Plasma Cutting M/C	25,31,802
Hass Factory Outlet Vf-3 Cnc Mailing Machine	24,02,229
Hass Factory Outlet Vf-5 Cnc Mailing Machine	36,55,123
Electrical Distribution Panel Board - For Air Plas	71,317
Blasting Painting	36,94,709
Hmt Lathe Machine Nh/26	7,613
Radial Drilling Machine	7,934
Verticle Milling Machine	6,146
Speed Presision Lathe M/C Nh3/3000	41,432
HEAK SAW MACHINE	270
VERTICAL MACHINE - V50 - COMP	3,436
AIR COMPRESSOR	3,874
ETP Plant	16,00,579
Screw Air Compressor 37 KW Air Dryer & Cont Pnl	8,79,381
Slotting Machine	2,513
Centerless Grinding machine-	2,570
Horizontal Borring machine	37,768
HYDRALIC PRESS mach	15,423
HYDRAULIC GRINDER HN-750	8,871
Vertical Leath Machine	17,50,743
Alga Mailing M/C	5,77,877
model CNC M/C ( Free Cost)	3,27,804
EOT Crane (Dharmjyot Engg)	5,58,242
Almonard HD Wall Fan 750 MM,1440 RPM	4,519
Ls 603C Scale 1640Mm Incremantal Liner Encoder	32,643
Used CNC Lathe MFG. Geminis Spain	8,67,642
Alex-Tech CNC Vertical Lathe type Viper VTL 16/20	72,73,663
Used Soraluce FR 8000 (Maskin AB Erlandsson & Hjor)	1,02,08,213
Atlas copco make Air Dryer	1,49,316
Foundation soraluce	40,724
Advance colling system	1,24,245
Advance colling system	53,218
USED DRILLING GRIND MACHINE	2,05,369
SIMOGA Lather No 1	708
Meghdoot Redial Machine	212
	<b>4,53,69,125</b>

## Part II

### Particulars of Leasehold Properties:

#### (i) Land:

- (a) All that piece and parcel of Leasehold Land in Revenue survey no 1021(p) of the Village Gorwa, wherein Baroda Industrial Development Corporation has formed Industrial Plots and intervening road area / part of the road admeasuring 2079.43 sq.mt (22383 sq. ft).

### Part III

#### (i) Particulars of Investments:

##### (a) Investment in Shares & Securities:

No. of Shares	Description	Face Value	Value in Books (Rs. Lacs)
222	ONGC Limited	10	0.35
10,350	Purak Vinimay Limited	10	1.04
100	Alembic Employees Co-op. Supply Society Limited	10	0.01
200	Co-Operative Bank of Baroda Limited	25	0.05
120	Gujarat Small Industries Corporation Limited	100	0.12
80,030	Pragati Sahakari Bank Ltd.	10	8.00
77	Baroda Industrial Development Corporation Limited	1,000	0.77
250	Prima Crushing Private Limited	100	0.25
20	Prakash Publication Limited	100	0.02
2,28,504	Paushak Limited	10	90.63
2,06,98,780	Alembic Pharmaceuticals Limited	2	5,336.18
3,51,51,541	Alembic Limited	2	636.60
59,212	Nirayu Private Limited	100	209.09

Note: The shares of Nirayu Private Limited shall stand cancelled by operation of law upon the said transfer.

##### (b) Investment in Mutual Funds:

Scheme Names	Folio No	Units	Cost
ABSL Arbitrage Fund - Div	1018184995	42,63,015.05	4,50,00,000
Edelweiss Arbitrage Fund Monthly Div Reinvest	9012062382/0	66,36,159.84	7,66,59,542
Reliance Arbitrage Fund - Monthly Div Reinvest	491141825605/0	37,37,428.03	3,93,57,529
ABSL Liquid Fund - Growth	1018184995	1,73,174.29	4,42,81,141
Edelweiss Liquid Fund - Growth	9012062382/0	23,775.22	5,50,00,000
	<b>Total</b>		<b>26,02,98,212</b>

#### (ii) Particulars of Bank & Demat Account:

Sr. No.	Bank & Branch	Type of Account	Account No.
1	Bank of Baroda, Industrial Estate Branch, Gorwa, Vadodara	Cash Credit	01890500000027
2	Bank of Baroda, CFS Branch, Alkapuri, Vadodara	Current Account	26160200000016
3	IDFC Bank, C G Road Branch, Sun Square, C G Road, Ahmedabad	Cash Credit	10002892299

4	State Bank of India, Nhava-Sheva Port Project Branch, Jawaharlal Nehru Custom House, Navi Mumbai, Maharashtra	Current Account	30035209895
5	Bank of Baroda Sayajigunj, Vadodara	Demat Account	13018700-00030715

#### Part IV

**(i) Registration with various authorities under respective laws, Bodies, etc.:**

Name of Authority	Nature of registration	Registration Number
National Accreditation Board for Certification Bodies (NABCB)	ISO Certification	IND.19.10122N/Q
UKAS Management System	ISO Certification	IND.19.10122N/Q
Certification for producer of metallic constructions	ISO Certification	BV-BBY-17-0001
BSNL- Gorwa, Vadodara	Telephone Connection	0265 – 2280190 0265 – 2291332 0265 – 2285893 0265 - 2282284
MGVCL	High Tension Electricity Connection Permission	Consumer No.: 35148
MGVCL	Electricity Connection	Consumer No.: 15301/51953/0
BIDC	Industrial Permission	B.H.P 105.44 B.H.P 121.46 B.H.P 5.10
VMSS	Fire Protection and Emergency Safety Services	116/18-19
VMSS	Health - Sanitation Department	BMB 16/129
Directorate Industrial Safety & Health	Licence to work a Factory	1870/29299/1971
GPCB	Consent to Establish	CTE No. 78334
GPCB	Consolidated Consent and Authorisation for Effluent and Air Omission	AWH-88002
Nandesari Environment Control Ltd	Disposal of Solid Wastes/ Incineration	485
Ministry of MSME	MSME Registration	GJ24C0003345

**(ii) Insurance Policies:**

Name of Authority	Nature of registration	Registration Number
The Iffco Tokio General Insurance Co	Public Liability (Act)	41046538
The Iffco Tokio General Insurance Co	Fire/IAR	12064585
The Iffco Tokio General Insurance Co	ATO Marine Policy	22436283
The Iffco Tokio General Insurance Co	Burglary	44195615
The Iffco Tokio General Insurance Co	Marine Hull	22443036

The Iffco Tokio General Insurance Co	Burglary	44195618
The Iffco Tokio General Insurance Co	GPA	54480806
The Iffco Tokio General Insurance Co	Misc.	45057028
The Iffco Tokio General Insurance Co	ACE Forklift	M7503579
The Iffco Tokio General Insurance Co	GMC	H0083475
The Iffco Tokio General Insurance Co	Workmen Compensation	43187502
The Iffco Tokio General Insurance Co	GPA	54480853
Tata AIG General Insurance Company Ltd.	CGL	0301001955

**(iii) List of Vehicles: Nil**

**Part V**

**Schedule related to Foreign Trade Policy**

- (i) **Export House:** All licenses, registrations, authorizations, approvals, quotes including the attendant rights related to Export House thereto presently held by De-Merged Undertaking 2, or likely to be held by the De Merged Undertaking 2 shall stand simultaneously and equally to the possession / ownership of the Nirayu Private Limited. All the export performances of De-Merged Undertaking 2 are being transferred to Nirayu Private Limited for the purpose of status recognition under the Foreign Trade Policy 2009-14 or other relevant policy in force and Import Export Code as well as for calculation of annual average exports under the Export Promotion Capital Goods scheme of the Foreign Trade Policy” for the Registration mentioned here under:

<b>Name of Authority</b>	<b>Nature of registration</b>	<b>Registration Number</b>
Export Inspection Council	Generalised Tariff Preferences of European Union	INREX0888002190EC005
Engineering Export Promotion Council	Manufacturer Exporter	201/M16881
GOI - Ministry of Commerce & Industry Office of the Joint Director General of Foreign Trade	Certificate of Recognition of One Star Export House	JB/1657
Jt. Directorate General of Foreign Trade, Vadodara	Importer-Exporter Code	0888002190

- (ii) **Advance Licences / Advance Authorizations:** All the import entitlements in respect of existing import licence and duty credit entitlements (including those in respect of which the claims have accrued but not made) and all export obligation and obligation where proof of exports as well realization of payment in foreign exchange have to be submitted, in respect of licences/ authorisations/ duty credit scripts pertaining to all exports made from the units that are now being transferred to Nirayu Private Limited as part of the de-merger proposal, shall accrue to Nirayu Private Limited as per following list:



Name of Authority	Sr. No.	Registration No.		
		Licence		
		No.	Date.	File No.
1. Jt. Directorate General of Foreign Trade, Vadodara	1	3410041878	12.02.2016	34/24/040/00279/AM16
	2	3410041879	12.02.2016	34/24/040/00285/AM16
	3	3410042275	15.06.2016	34/24/040/00071/AM17
	4	3410042276	15.06.2016	34/24/040/00073/AM17
	5	3410042277	15.06.2016	34/24/040/00072/AM17
	6	3410042512	15.09.2016	34/24/040/00162/AM17
	7	3410042513	15.09.2016	34/24/040/00161/AM17
	8	3410042514	15.09.2016	34/24/040/00164/AM17
	9	3410042515	15.09.2016	34/24/040/00163/AM17
	10	3410042516	15.09.2016	34/24/040/00160/AM17
	11	3410042531	19.09.2016	34/24/040/00165/AM17
	12	3410042611	20.10.2016	34/24/040/00206/AM17
	13	3410043080	29.03.2017	34/24/040/00388/AM17
	14	3410043137	28.04.2017	34/24/040/00351/AM17
	15	3410043138	28.04.2017	34/24/040/00359/AM17
	16	3410043207	22.05.2017	34/24/040/00037/AM18
	17	3410043388	11.08.2017	34/24/040/00111/AM18
	18	3410043537	11.10.2017	34/24/040/00174/AM18
	19	3410043542	12.10.2017	34/24/040/00175/AM18
	20	3410043911	23.02.2018	34/24/040/00344/AM18
	21	3410043912	23.02.2018	34/24/040/00345/AM18
	22	3410043913	23.02.2018	34/24/040/00346/AM18
	23	3410044046	17.04.2018	34/24/040/00004/AM19
	24	3410044116	01.05.2018	34/24/040/00035/AM19
	25	3410044304	05.07.2018	34/24/040/00119/AM19
	26	3410044305	05.07.2018	34/24/040/00120/AM19
	27	3410044306	05.07.2018	34/24/040/00121/AM19
	28	3410044386	03.08.2018	34/24/040/00161/AM19
	29	3410044439	27.08.2018	34/24/040/00188/AM19
	30	3410044440	27.08.2018	34/24/040/00189/AM19
	31	3410044593	15.10.2018	34/24/040/00231/AM19
	32	3410044781	27.12.2018	34/24/040/00302/AM19
	33	3410044799	07.01.2019	34/24/040/00303/AM19
	34	3410044852	30.01.2019	34/24/040/00311/AM19
	35	3410044896	14.02.2019	34/24/040/00539/AM19
	36	3410044897	14.02.2019	34/24/040/00540/AM19
	37	3410044898	14.02.2019	34/24/040/00538/AM19

(iii) MEIS scrip:

Name of Authority		Registration No.		
	Sr. No.	Licence		
		No.	Date	File No.
1. Jt. Directorate General of Foreign Trade, Vadodara 2. Directorate General of Foreign Trade, New Delhi	1	3419013946	21.01.2019	34/21/090/82965/AM18
	2	3419013798	10.01.2019	34/21/090/53308/AM19
	3	3419013788	09.01.2019	34/21/090/53293/AM19
	4	3419013787	09.01.2019	34/21/090/53292/AM19
	5	3419013789	09.01.2019	34/21/090/53294/AM19
	6	3419012011	30.08.2018	34/21/090/51727/AM19
	7	3419014229	12.02.2019	34/21/090/53712/AM19
	8	3419012344	27.09.2018	34/21/090/51999/AM19
	9	3419011959	28.08.2018	34/21/090/51690/AM19
	10	3419011942	27.08.2018	34/21/090/51656/AM19
	11	3419014228	12.02.2019	34/21/090/53711/AM19
	12	3419015181	06.05.2019	34/21/090/50329/AM20

For Shreno Limited

Sd/-  
Sagar Gandhi  
Dy. Company Secretary

**COMPOSITE SCHEME OF ARRANGEMENT  
BETWEEN  
ALEMBIC LIMITED  
AND  
SHRENO LIMITED  
AND  
NIRAYU PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

**UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 OF THE COMPANIES ACT, 2013  
AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES  
FRAMED THEREUNDER**

**PREAMBLE**

This Scheme (as defined hereinafter) is presented under the Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder for demerger of Demerged Undertaking 1 (defined below) of Alembic Limited into Shreno Limited and demerger of the Demerged Undertaking 2 (defined below) of Shreno Limited into Nirayu Private Limited and for matters consequential, supplemental and / or otherwise integrally connected therewith.

**(A) DESCRIPTION OF COMPANIES:**

- i. Alembic Limited (“First Demerged Company” or “Alembic”) was originally incorporated as Alembic Chemical Works Company Limited on 30<sup>th</sup> July, 1907 under the Indian Companies Act, VI of 1882 in the State of Gujarat. The name of the First Demerged Company was changed to Alembic Limited w.e.f. 31<sup>st</sup> May, 1999 pursuant to the fresh certificate of incorporation obtained from the Registrar of Companies, Gujarat (CIN L26100GJ1907PLC000033). The Registered Office of the First Demerged Company is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat. It is, inter alia, engaged in the business of manufacturing and trading of active pharmaceutical ingredients and real estate development.
- ii. Shreno Limited (“First Transferee Company” or “Shreno”) or (where the context so requires “Second Demerged Company”) was originally incorporated under the Companies Act, 1913 on 19<sup>th</sup> December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited. The First Transferee Company or the Second Demerged Company pursuant to and as part of the scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon’ble High Court of Gujarat vide its order dated 21<sup>st</sup> July 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation dated 19<sup>th</sup> September, 2006 (CIN U26100GJ1944PLC000345). The Registered Office of the First Transferee Company / Second Demerged Company is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat. It is, inter alia, engaged in the business of manufacturing and trading of glassware items, machinery & equipment required for various industries, making investments and real estate development.
- iii. Nirayu Private Limited (“Second Transferee Company” or “Nirayu”) is a company incorporated on 17<sup>th</sup> November 1971 under the provisions of Companies Act, 1956 in the State of Karnataka. The Registered Office of the Second Transferee Company was shifted to the State of Gujarat vide order passed by the Hon’ble Regional Director (SER) Hyderabad vide its Order dated 22<sup>nd</sup> June 2017 (CIN U51909GJ1971PTC098778). At present, the Registered Office of the Second Transferee Company is situated at FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015 in the State of Gujarat. It is currently holding investments in shares and securities of various entities.

## **(B) OVERVIEW OF BUSINESSES & RATIONALE FOR THE SCHEME OF ARRANGEMENT:**

- i. The business of Alembic, the First Demerged Company comprises of following:
  - The real estate undertaking comprising of land, real estate development including residential and commercial construction, sale and lease of properties, project management and marketing consultancy.
  - The pharmaceuticals undertaking comprising of manufacturing and trading of active pharmaceutical ingredients.
- ii. The business of the First Transferee Company / Second Demerged Company comprises of following undertakings namely:
  - The engineering undertaking comprising of manufacturing and trading of various types of engineering products mainly fabrications of various tanks and vessels, providing services like Turnkey project executions and structural fabrication ("Engineering Division").
  - The real estate undertaking comprising of land, real estate development including residential and commercial construction, sale and lease of properties ("Real Estate Division").
  - The glass undertaking comprising of manufacturing and trading within India and international markets, all sorts of glass, glassware, bottles and other materials pertaining to glass industry ("Glass Division").
  - The investment undertaking comprising of investment activities which includes investment in shares and securities of various entities ("Investment Division").
- iii. The Second Transferee Company is a holding company having investments in shares and securities of various entities.

The following are rationale and benefits for the Scheme:

- i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, which is currently embedded in the value of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, respectively;
- ii. Elimination of inter-company cross holdings;
- iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic, the First Demerged Company to the First Transferee Company;
- iv. Achieve cost optimization and specialization for sustained growth;
- v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and
- vi. Enhancing shareholder value by creating leaner and focused organizations.

## **(C) TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME-TAX ACT, 1961**

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

## (D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- i. **Part I** deals with the definitions and the share capital.
- ii. **Part II** deals with the transfer and vesting of the Demerged Undertaking 1 from the First Demerged Company to the First Transferee Company.
- iii. **Part III** deals with the transfer and vesting of the Demerged Undertaking 2 from the Second Demerged Company to the Second Transferee Company.
- iv. **Part IV** deals with the reorganization of the authorized share capital and amendment of Memorandum of Association of the First Transferee Company and the Second Transferee Company and Articles of Association of the Second Transferee Company.
- v. **Part V** deals with the general terms and conditions that would be applicable to this Scheme.

### PART I

#### 1. DEFINITIONS

In this scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

- 1.1 **“Act”** means the Companies Act, 2013 and rules and regulations made there under as may be applicable, including any statutory modification, re-enactments or amendments thereof.
- 1.2 **“Applicable Law”** means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force in India.
- 1.3 **“Appointed Date”** means 1<sup>st</sup> November 2018, or such other date as may be approved by the National Company Law Tribunal or any other Appropriate Authority.
- 1.4 **“Appropriate Authority” or “Governmental Authority”** means and includes any applicable Central, State or Local Government, legislative body, regulatory or administrative authority, Registrar of Companies, Regional Director, Securities and Exchange Board of India, Stock Exchanges, Reserve Bank of India, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.
- 1.5 **“Board of Directors” or “Board”** means the respective Board of Directors of the each of the companies under the Scheme and shall include any committee or sub-committee thereof constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto.
- 1.6 **“Demerged Undertaking 1”** shall mean the Identified Real Estate Undertaking of Alembic, the First Demerged Company along with all the related assets and liabilities, on a going concern basis, and shall include:
  - i. All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, securities, bills of exchange, other fixed assets, trademarks, loans, inventory and work in progress wherever situated pertaining to the Identified Real Estate Undertaking;
  - ii. Investments in shares and other securities, if any, held by Alembic, the First Demerged Company pertaining to the Identified Real Estate Undertaking.
  - iii. Assets other than those referred to in sub-clause (i) above being general in

nature, if any, allocated to the Identified Real Estate Undertaking in the manner as may be decided by the Board of Directors of Alembic, the First Demerged Company;

- iv. All present and future liabilities arising out of the activities or operations of the Identified Real Estate Undertaking including loans, debts, current liabilities and provisions, duties and obligations relatable to the Identified Real Estate Undertaking;
- v. Without prejudice to the generality of the above, the Demerged Undertaking 1 shall include in particular:
  - a. all movable and immovable properties, reserves, assets, including leasehold rights, tenancy rights, registrations, authorizations, trademarks, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals in respect of the Identified Real Estate Undertaking.
  - b. all quotas, rights and licenses, assignments and grants thereof, all permits, registrations, rights under any agreement, contracts, government contracts, applications, memorandum of understanding, letters of intent, tender (including open tender), or any other contracts, approvals, regulatory approvals, consents, entitlements, industrial and other licenses, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, benefit of any deposits, financial assets, corporate guarantees issued by Alembic, the First Demerged Company in relation to the Identified Real Estate Undertaking and the benefits of any bank guarantees issued in relation to the Identified Real Estate Undertaking for the benefit of Alembic, the First Demerged Company, deferred tax benefits, privileges, all other claims, rights, benefits and licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of utilities, electricity, water and other services, provisions, funds, tenancies in relation to the office and/or residential properties for the employees, offices, patents, copyrights, investments and/or interest (whether vested, contingent or otherwise) in activities undertaken by the Identified Real Estate Undertaking, either solely or jointly with other parties, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Identified Real Estate Undertaking;
  - c. all books, records, files, papers, computer programs, manuals, data, catalogues, quotations, backup and other data and records whether physical or electronic form, directly or indirectly in connection with or relating to the Identified Real Estate Undertaking;
  - d. all contracts, agreements, understanding in connection with or pertaining to or relatable to the Identified Real Estate Undertaking;
  - e. all employees of Alembic, the First Demerged Company employed in and / or relatable to the Identified Real Estate Undertaking as on the Effective Date; and
  - f. all deposits and balances with Government, Semi-Government, local



and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Alembic, the First Demerged Company, directly or indirectly in connection with or in relation to the Identified Real Estate Undertaking.

vi. For the purpose of this Scheme, the liabilities pertaining to Demerged Undertaking 1 means and includes:

- a. all liabilities (including contingent liabilities) arising out of the activities or operation of the Identified Real Estate Undertaking including in relation to or in connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;
- b. specific loans and borrowings raised, if any, incurred and utilized solely for the activities or operations of the Identified Real Estate Undertaking;
- c. liabilities other than those referred to in sub-clauses all liabilities (including contingent liabilities) arising out of the activities or operation of the Identified Real Estate Undertaking including in relation to or in connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing; and specific loans and borrowings raised, if any, incurred and utilized solely for the activities or operations of the Identified Real Estate Undertaking; above being the amounts of general or multipurpose borrowings, if any, of Alembic, the First Demerged Company as allocated to the Identified Real Estate Undertaking in the same proportion in which the book value of the assets transferred under this Clause bears to the total book value of the assets of Alembic, the First Demerged Company immediately before the Appointed Date of the Scheme as may be determined by the Board of Directors of Alembic, the First Demerged Company.

1.7 **“Demerged Undertaking 2”** shall mean the Engineering Division and Investment Division of Shreno, the Second Demerged Company along with all the related assets and liabilities, on a going concern basis, and shall include:

- i. All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, securities, bills of exchange, other fixed assets, trademarks, loans, inventory and work in progress wherever situated pertaining to the Engineering Division and Investment Division;
- ii. Investments in shares, debentures and other securities, if any, held by Shreno, the Second Demerged Company pertaining to the Engineering Division and Investment Division.
- iii. Assets other than those referred to in sub-clause (i) above being general in nature, if any, allocated to the Engineering Division and Investment Division in the manner as may be decided by the Board of Directors of Shreno, the Second Demerged Company;
- iv. All present and future liabilities arising out of the activities or operations of the Engineering Division and Investment Division including loans, debts, current liabilities and provisions, duties and obligations relatable to the Engineering Division and Investment Division;
- v. Without prejudice to the generality of the above, the Demerged Undertaking 2 shall include in particular:
  - a. all movable and immovable properties, reserves, assets, including leasehold rights, tenancy rights, registrations, permits, authorizations, trademarks,

patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals in respect of the Engineering Division and Investment Division.

- b. all quotas, rights and licenses, assignments and grants thereof, all permits, registrations, rights under any agreement, contracts, government contracts, applications, memorandum of understanding, letters of intent, tender (including open tender), or any other contracts, approvals, regulatory approvals, consents, entitlements, industrial and other licenses, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, benefit of any deposits, financial assets, corporate guarantees issued by Shreno, the Second Demerged Company in relation to the Engineering Division and Investment Division and the benefits of any bank guarantees issued in relation to the Engineering Division and Investment Division for the benefit of Shreno, the Second Demerged Company, deferred tax benefits, privileges, all other claims, rights, benefits and licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail utilities, water and other services, provisions, funds, tenancies in relation to the office and/or residential properties for the employees, offices, patents, copyrights, investments and/or interest (whether vested, contingent or otherwise) in activities undertaken by the Engineering Division and Investment Division, either solely or jointly with other parties, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Engineering Division and Investment Division;
- c. all books, records, files, papers, computer programs, manuals, data, catalogues, quotations, backup and other data and records whether physical or electronic form, directly or indirectly in connection with or relating to the Engineering Division and Investment Division;
- d. all contracts, agreements, understanding in connection with or pertaining to or relatable to the Engineering Division and Investment Division;
- e. all employees of Shreno, the Second Demerged Company employed in and / or relatable to the Engineering Division and Investment Division as on the Effective Date; and
- f. all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Shreno, the Second Demerged Company, directly or indirectly in connection with or in relation to the Engineering Division and Investment Division.

vi. For the purpose of this Scheme, the liabilities pertaining to the Demerged Undertaking 2 means and includes:

- a. all liabilities (including contingent liabilities) arising out of the activities or operation of the Engineering Division and Investment Division including in relation or connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;
- b. specific loans and borrowings raised, if any, incurred and utilized solely for the activities or operations of the Engineering Division and Investment Division;
- c. liabilities other than those referred to in sub-clauses a and b above being the

amounts of general or multipurpose borrowings, if any, of Shreno, the Second Demerged Company as allocated to the Engineering Division and Investment Division in the same proportion in which the book value of the assets transferred under this Clause bears to the total book value of the assets of Shreno, the Second Demerged Company immediately before the Appointed Date of the Scheme as may be determined by the Board of Directors of Shreno, the Second Demerged Company.

- 1.8 **“Effective Date”** means the opening hours of the day on which the last of approvals/ conditions specified in Clause 32 of this Scheme are obtained or complied with. Reference to **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** shall mean the Effective Date.
- 1.9 **“First Demerged Company” or “Alembic”** means Alembic Limited, having CIN L26100GJ1907PLC000033, a company governed under the Companies Act, 2013 and having its registered office at Alembic Road, Vadodara- 390 003, Gujarat.
- 1.10 **“First Transferee Company” or “Second Demerged Company” or “Shreno”** means Shreno Limited, having CIN U26100GJ1944PLC000345, a company governed under the Companies Act, 2013 and having its registered office at Alembic Road, Vadodara- 390 003, Gujarat.
- 1.11 **“Identified Real Estate Undertaking”** in relation to Alembic, the First Demerged Company shall mean a current residential real estate project on the land parcel more specifically described in Annexure 4, along with real estate interest held through investment in the First Transferee Company and ‘project management consultancy’ business.
- 1.12 **“7% Non-Convertible Cumulative Redeemable Preference Shares - I” or “Shreno Preference Shares”** means the preference shares issued by Shreno, the First Transferee Company as a consideration pursuant to this Composite Scheme of Arrangement, on such terms as mentioned in Clause The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares have been specified in Annexure 1.
- 1.13 **“7% Non-Convertible Cumulative Redeemable Preference Shares - II” or “Nirayu Preference Shares”** means the preference shares issued by Nirayu, the Second Transferee Company as a consideration pursuant to this Composite Scheme of Arrangement, on such terms as mentioned in Clause The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares have been specified in Annexure 2.
- 1.14 **“Record Date”** in relation to (a) Part II of the Scheme means the date to be fixed by the Board of Directors of Alembic, the First Demerged Company in consultation with the Board of Directors of Shreno, the First Transferee Company for the purpose of determining the shareholders of Alembic, the First Demerged Company who shall be entitled to receive Shreno Preference Shares, pursuant to the Scheme; and (b) in relation to Part III of the Scheme means the date to be fixed by the Board of Directors of Shreno, the Second Demerged Company in consultation with the Board of Directors of Nirayu, the Second Transferee Company for the purpose of determining the shareholders of Shreno, the Second Demerged Company who shall be entitled to receive Nirayu Preference Shares, pursuant to the Scheme. It is clarified that different Record Dates may be declared for different parts of the Scheme.
- 1.15 **“Remaining Business of the First Demerged Company”** means all business activities of the First Demerged Company other than the Demerged Undertaking 1.
- 1.16 **“Remaining Business of the Second Demerged Company”** means all business activities of the Second Demerged Company other than the Demerged Undertaking 2.

- 1.17 **“SEBI”** means Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended from time to time.
- 1.18 **“SEBI Circular”** shall mean circulars issued by SEBI being Circular CFD/DIL3/CIR/2017/21 dated 10th March 2017 and any amendments or modifications thereof, and any other circular issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- 1.19 **“Second Transferee Company”** means Nirayu Private Limited, having CIN U51909GJ1971PTC098778, a company governed under the Companies Act, 2013 and having its registered office at FF-54, Avishkar Complex, Old Padra Road, Vadodara - 390 015, Gujarat.
- 1.20 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Composite Scheme of Arrangement in its present form as submitted in accordance with the provisions of Sections 230 to 232 of the Act or with any modification(s), if any, made under Clause 31 of the Scheme or with such other modification/amendments as the NCLT or any other Governmental Authority may direct.
- 1.21 **“Small Shareholder”** means any person, not being a promoter / promoter group shareholder, holding Shreno Preference Shares or Nirayu Preference Shares, and who is entitled to receive an amount not exceeding an aggregate value of Rs. 2,00,000 (Two Lakh only) on redemption of such preference shares.
- 1.22 **“The Tribunal”** or **“NCLT”** means the National Company Law Tribunal having jurisdiction over Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, as the case may be.

The expressions which are used in this Scheme and 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 from time to time.

## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, as the case may be, in terms of Clause 32 of the Scheme, shall be operative from the Effective Date and effective from Appointed Date.

## 3. SHARE CAPITAL

- 3.1 The share capital of Alembic, the First Demerged Company as on 31<sup>st</sup> March 2018, is as under: -

Share Capital	Rupees
<b><u>Authorized Share Capital</u></b>	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
<b>Total</b>	
<b><u>Issued, subscribed and paid-up Share Capital</u></b>	
26,70,31,828 Equity Shares of Rs. 2/- each	53,40,63,656
<b>Total</b>	<b>53,40,63,656</b>

As on 31<sup>st</sup> March 2018, Shreno, the First Transferee Company and Nirayu, the Second Transferee Company hold 13.76% and 41.12% of equity share capital of Alembic, the First Demerged Company respectively.

Subsequent to the above date, there has been a buy-back of 1,02,50,000 equity shares and accordingly there has been a corresponding decrease in the issued, subscribed and paid up capital of Alembic, the First Demerged Company.

Post the above referred buy-back of the equity shares and as on date, the share capital of Alembic, the First Demerged Company is as follows:

Share Capital	Rupees
<b><u>Authorized Share Capital</u></b>	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
<b>Total</b>	
<b><u>Issued, subscribed and paid-up Share Capital</u></b>	
25,67,81,828 Equity Shares of Rs. 2/- each	51,35,63,656
<b>Total</b>	<b>51,35,63,656</b>

Post the buy-back and as on date, Shreno, the First Transferee Company and Nirayu, the Second Transferee Company hold 13.69% and 41.05% of equity share capital of Alembic, the First Demerged Company respectively.

3.2 The share capital of Shreno, the First Transferee Company / the Second Demerged Company as on 31<sup>st</sup> March 2018 is as under: -

Share Capital	Rupees
<b><u>Authorized Share Capital</u></b>	
59,50,000 Equity Shares of Rs. 100/- each	59,50,00,000
45,12,500 Preference Shares of Rs. 400/- each	180,50,00,000
<b>Total</b>	<b>240,00,00,000</b>
<b><u>Issued, subscribed and paid-up Share Capital</u></b>	
59,48,298 Equity Shares of Rs. 100/- each fully paid up	59,48,29,800
<b>Total</b>	<b>59,48,29,800</b>

There is no change in the capital structure of Shreno, the First Transferee Company / the Second Demerged Company after the aforesaid date.

As on 31<sup>st</sup> March 2018 and as on date, Alembic, the First Demerged Company and Nirayu, the Second Transferee Company hold 17.09% and 64.72% of equity share capital of Shreno, the First Transferee Company / the Second Demerged Company respectively.

3.3 The share capital of Nirayu, the Second Transferee Company as on 31<sup>st</sup> March 2018 is as under: -

Share Capital	Rupees
<b><u>Authorized Share Capital</u></b>	
13,80,000 Equity shares of Rs. 100/- each	13,80,00,000
38,50,000 Preference Shares of Rs. 100/- each	38,50,00,000
<b>Total</b>	<b>52,30,00,000</b>
<b><u>Issued, subscribed and paid-up Share Capital</u></b>	
3,11,250 Equity Shares of Rs. 100/- each fully paid up	3,11,25,000
1,37,053 5% Redeemable Preference Shares of Rs. 100/- each fully paid	1,37,05,300
<b>Total</b>	<b>4,48,30,300</b>

There is no change in the capital structure of Nirayu, the Second Transferee Company after the aforesaid date.

As on 31<sup>st</sup> March 2018 and as on date, Shreno, the Second Demerged Company holds 19.02% of equity share capital of Nirayu, the Second Transferee Company.



## PART II

### 4. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 1 TO SHRENO, THE FIRST TRANSFEREE COMPANY

- 4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, the Demerged Undertaking 1 of Alembic, the First Demerged Company as defined in Clause 1.6 thereof, shall pursuant to Sections 230 to 232 of the Act and other relevant provision of the Act and the order of the NCLT sanctioning the Scheme, without any further act, instrument or deed, be transferred to and vested in or deemed to be transferred to and vested in Shreno, the First Transferee Company, on a going concern basis, in accordance with Section 2(19AA) of the Income-tax Act, 1961, so as to vest in Shreno, the First Transferee Company all the rights, title and interest of Demerged Undertaking 1 therein, subject to the subsisting charges and pledges, if any.
- 4.2 Without prejudice to the provisions of Clause 4.1, assets and properties of Alembic, the First Demerged Company relating to the Demerged Undertaking 1, upon the coming into effect of this Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act, without any further act or deed or instrument or conveyance for the same shall deemed to be transferred to Shreno, the First Transferee Company and shall become the assets and properties of Shreno, the First Transferee Company. The order of the NCLT shall for all purposes be treated as the instrument conveying such properties and assets to Shreno, the First Transferee Company. It is however clarified that the same shall be subject to payment of applicable stamp duty.
- 4.3 In respect of assets such as intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities, bodies and customers, Alembic, the First Demerged Company shall if so required by Shreno, the First Transferee Company, issue notices in such form as Shreno, the First Transferee Company may deem fit and proper stating that pursuant to the NCLT or such other competent authority having sanctioned this Scheme under Section 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of Alembic, the First Demerged Company, as the person entitled thereto, to the end and intent that the right of Alembic, the First Demerged Company to recover or realize the same stands transferred to Shreno, the First Transferee Company.
- 4.4 All immovable properties, if any, (including land, building and any other immovable property) of the Demerged Undertaking 1 of Alembic, the First Demerged Company whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall automatically stand vested in Shreno, the First Transferee Company without the requirement of execution of any further documents for registering the name of Shreno, the First Transferee Company as the owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, Municipality, etc. may rely on the Scheme along with the order passed by NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of Shreno, the First Transferee Company as the owner of the immovable properties. With effect from the Appointed Date, Shreno, the First Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. Alembic, the First Demerged Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to Shreno, the First Transferee Company.



- 4.5 If any asset relating to Demerged Undertaking 1 (including but not limited to any estate, rights, title, interest in or authorities relating to such asset) which Alembic, the First Demerged Company owns, cannot be transferred to Shreno, the First Transferee Company for any reason whatsoever, Alembic, the First Demerged Company shall, (i) hold such asset in trust for the sole benefit of Shreno, the First Transferee Company till the same is transferred and shall hold and deal with the same in accordance with the reasonable instructions as may be given by Shreno, the First Transferee Company in that regard; and (ii) make reasonable efforts to transfer such asset to Shreno, the First Transferee Company (along with any benefits attached thereto) within the earliest possible period pursuant to the Scheme becoming effective.
- 4.6 All patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights and other industrial properties and rights of any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements, contract advantages, benefits, goodwill, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile and other communication facilities, connections, equipment and installations, utilities, electricity and electronic devices and all other services of every kind, nature and descriptions whatsoever, reserves, provisions, funds, benefit of all agreements, arrangements including but not limited to indemnities/ guarantees given by Alembic, the First Demerged Company in relation to the Demerged Undertaking 1, deposits, advances, recoverable and receivables whether from government, semi-government, local authorities or any other customs etc., benefits of any agreement to sell of immovable properties sold or purchased by Alembic, the First Demerged Company in relation to the Demerged Undertaking 1, and all other rights, interests, claims and powers of every kind, nature and description of and arising to them, cash and bank balances, all earnest monies and/ or deposits including security deposits paid by them, the entire business and benefits and advantages of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Alembic, the First Demerged Company and relatable to the Demerged Undertaking 1, stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Shreno, the First Transferee Company pursuant to the provisions of Section 232 of the Act so as to become as and from the Appointed Date, the estate, assets, right, title and interests of Shreno, the First Transferee Company.
- 4.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, permissions or approvals or consents held by Alembic, the First Demerged Company required to carry on operations of the Demerged Undertaking 1 shall stand transferred to and vested in Shreno, the First Transferee Company by virtue of order of NCLT sanctioning the Scheme, and without any further act or deed shall be appropriately mutated by the statutory authorities concerned therewith in favour of Shreno, the First Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents, registration or other licenses, and consents shall vest in and become available to Shreno, the First Transferee Company pursuant to the Scheme.
- 4.8 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all income, expenses, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of Alembic, the First Demerged Company, in relation to the Demerged Undertaking 1, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT, as the case may be, and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without

any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to and vested in Shreno, the First Transferee Company and shall be assumed by Shreno, the First Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of Shreno, the First Transferee Company on the same terms and conditions as were applicable to Alembic, the First Demerged Company, and Shreno, the First Transferee Company shall meet, discharge and satisfy the liabilities and 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.

- 4.9 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the debts, advances, liabilities and obligations pertaining to the Demerged Undertaking 1 of Alembic, the First Demerged Company shall, under the provisions of Sections 230 to 232 of the Act, without any further act or deed shall stand transferred to or be deemed to be transferred to Shreno, the First Transferee Company and shall become the debts, liabilities and obligations of Shreno, the First Transferee Company which it undertakes to meet, discharge and satisfy and 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, advances, liabilities and obligations have arisen in order to give effect to the provisions of this clause.
- 4.10 In so far as the assets comprised in the Demerged Undertaking 1 of Alembic, the First Demerged Company are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings not relating to Demerged Undertaking 1 shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities, which are not related to Demerged Undertaking 1 of Alembic, the First Demerged Company. Alembic, the First Demerged Company may apply to the authorities for release of such assets and for modification of charges and encumbrances created on such assets, if required.
- 4.11 All taxes (including income tax, sales tax, excise duty, service tax, VAT, CGST, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Alembic, the First Demerged Company in respect of the operations and/or the profits of the Demerged Undertaking 1 before the Appointed Date, shall be on account of Alembic, the First Demerged Company and, insofar as it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, CGST, IGST, SGST, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by Alembic, the First Demerged Company in respect of the profits from activities of the Demerged Undertaking 1 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Shreno, the First Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 4.12 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between or amongst Alembic, the First Demerged Company and Shreno, the First Transferee Company, in so far as it relates to the Demerged Undertaking 1, shall be considered as intra-party transactions for all purposes.

## 5 CONSIDERATION

- 5.1 Upon this Scheme becoming effective and in consideration of the Demerger and vesting of the Demerged Undertaking 1 into Shreno, the First Transferee Company in accordance with this Scheme, Shreno, the First Transferee Company shall issue and allot to every member of Alembic, the First Demerged Company (other than Shreno, the First Transferee Company in respect of shares held by it in Alembic, the First Demerged Company, if any) holding fully paid up Equity Shares in Alembic, the First Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in the following manner:
- 1 (one) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.50/- per share of Shreno, the First Transferee Company for every 1 (one) fully paid up equity share of Rs. 2/- each held in Alembic, the First Demerged Company.
- 5.2 Notwithstanding anything contained in clause 5.1 above, in view of the provisions of the Applicable Laws (which does not permit issuance of Redeemable Preference Shares to non-residents shareholders / shareholders who are resident outside India, under automatic route), Shreno, the First Transferee Company, subject to the receipt of approval of the Appropriate Authority including the Reserve Bank of India ("RBI"), and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, shall issue and allot, to the members of Alembic, the First Demerged Company being non-residents in India and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in consideration of the Demerger, 1 (one) 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.50/- per share of Shreno, the First Transferee Company for every 1 (one) fully paid up equity share of Rs. 2/- each held in Alembic, the First Demerged Company.
- 5.3 If the requisite approval of the Appropriate Authority as mentioned in Clause 5.2 is not received, the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in consideration of the Demerger shall, subject to receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, receive cash, equivalent to the value of Shreno Preference Shares proposed to be issued under Clause 5.1.
- 5.4 If the requisite approval of the Appropriate Authority as mentioned in Clause 5.2 and Clause 5.3 is not received, the Board of Directors of Shreno, the First Transferee Company, subject to the approval of the Appropriate Authority, shall appoint a Category – I merchant banker ('Merchant Banker') to act on behalf of and as an agent and a trustee of the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in respect of the Shreno Preference Shares to be allotted as stated in Clause 5.1, in the manner provided under:
- 5.4.1 Shreno, the First Transferee Company shall issue and allot Shreno Preference Shares to the Merchant Banker and the Merchant Banker shall, for and behalf of such members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India, receive

the aforesaid Shreno Preference Shares in an on-shore escrow account on such terms and conditions as may be acceptable to the Board of Directors of Shreno, the Second Transferee Company;

5.4.2 Immediately upon the allotment of the Shreno Preference Shares to the Merchant Banker, the promoters of the First Transferee Company and/ or their affiliates or any other person and/or entity identified by them shall purchase the Shreno Preference Shares, from the Merchant Banker, for and on behalf of the non-resident shareholders / shareholders who are resident outside India, within 30 (thirty) days from the date of allotment of the Shreno Preference Shares, at the same issue price of Rs. 16.50/- per share as mentioned in Clause 5.1.

5.4.3 Upon receipt of the sale proceeds of the Shreno Preference Shares pursuant to Clause 5.4.2 above, the Merchant Banker shall distribute such proceeds (net of expenses) to the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

5.5 The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares have been specified in Annexure 1.

5.6 No fractional certificates shall be issued by Shreno, the First Transferee Company in respect of fractional entitlements, if any, to any member of Alembic, the First Demerged Company. The Board of Directors of Shreno, the First Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot Shreno Preference Shares in lieu thereof to a Director or an officer of Shreno, the First Transferee Company or such other person as Shreno, the First Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such Director or Officer or person shall sell the same to such person or persons and at such prices as he deems fit, and pay to Shreno, the First Transferee Company, the net sale proceeds thereof, whereupon Shreno, the First Transferee Company shall distribute such net sale proceeds to the members of such Alembic, the First Demerged Company in proportion to their respective fractional entitlements. If while consolidating fractional entitlements for allotting share/s to such trustee as aforesaid, there arises any fraction the same shall be ignored. The unclaimed Shreno Preference Shares lying in such separate escrow/ suspense account shall be redeemed in accordance with the terms of issue specified in Annexure 1. Upon receipt of the redemption proceeds of the Shreno Preference Shares, Shreno, the First Transferee Company shall distribute such proceeds (net of expenses) to the members of Alembic, the First Demerged Company being shareholders who have not claimed Shreno Preference Shares from the separate escrow/ suspense account, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

5.7 Shreno Preference Shares shall be issued in dematerialized form to those members who are holding equity shares in dematerialized form in Alembic, the First Demerged Company as on the Record Date by Shreno, the First Transferee Company or committee constituted thereof. If Shreno, the First Transferee Company is unable to allot Shreno Preference Shares to any shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), Shreno, the First Transferee Company shall issue such shares in trust in a separate escrow/ suspense account to be maintained by Shreno, the First Transferee Company for the benefit of such shareholders. Such



Shreno Preference Shares shall be dealt with in accordance with the Applicable Laws and as the Board of Directors of Shreno, the First Transferee Company deems fit, including to enable allotment of such Shreno Preference Shares to the shareholders of Alembic, the First Demerged Company in proportion to their respective entitlement upon a valid claim being made thereon by the respective shareholder.

- 5.8 The issue and allotment of Shreno Preference Shares to the shareholders of Alembic, the First Demerged Company, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under the Act.
- 5.9 Upon this Scheme becoming effective, the equity shares held by Alembic, the First Demerged Company in the equity share capital of Shreno, the First Transferee Company shall stand cancelled and Shreno, the First Transferee Company shall not be required to issue any shares in lieu of such shares under the Scheme.
- 5.10 Shreno, the First Transferee Company shall and to the extent required, increase its Authorized Share Capital to facilitate the issue of Shreno Preference Shares as the case may be under this Scheme.

## **6. ACCOUNTING TREATMENT**

### **ACCOUNTING TREATMENT IN THE BOOKS OF ALEMBIC, THE FIRST DEMERGED COMPANY**

On effectiveness of the Scheme and with effect from the Appointed Date, Alembic, the First Demerged Company shall account for the transfer and vesting of the Demerged Undertaking 1 in its books of accounts as per the applicable Accounting Standards notified under Section 133 of the Act read with the relevant rules issued thereunder.

### **ACCOUNTING TREATMENT IN THE BOOKS OF SHRENO, THE FIRST TRANSFEREE COMPANY**

On effectiveness of the Scheme and with effect from the Appointed Date, since the transaction involves entities which are under common control before and after the transaction, Shreno, the First Transferee Company shall account for the transfer and vesting of the Demerged Undertaking 1 as per the 'Pooling of interests' in its books of account in accordance with Appendix C 'Business combinations of entities under common control' of the Indian Accounting Standards (Ind AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rules, 2015 and other applicable accounting standards prescribed under the Act.

## **7. CANCELLATION OF SHARES OF SHRENO, THE FIRST TRANSFEREE COMPANY HELD BY ALEMBIC, THE FIRST DEMERGED COMPANY**

- 7.1 Upon the Scheme becoming effective, 10,16,732 equity shares of Rs. 100/- each of Shreno, the First Transferee Company held by Alembic, the First Demerged Company, forming part of the Demerged Undertaking 1, shall without any application or deed, stand cancelled without any payments to Alembic, the First Demerged Company. This cancellation shall amount to reduction of the capital of Shreno, the First Transferee Company to this limited extent.

Further since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme. In view of the specific explanation provided to the provisions of Section 230 of the Act, Shreno, the First Transferee Company shall not be required to undertake the compliance of Section 66 of the Act.

## **8. EMPLOYEES**

- 8.1 On the Scheme becoming effective, all staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, as on the Effective Date shall be deemed to have become staff and employees of Shreno, the First Transferee Company without any break or interruption in their services, on same terms and conditions of their employment with Alembic, the First Demerged Company. Shreno, the First Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past service with Alembic, the First Demerged Company, as the case may be, shall also be taken into account.
- 8.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, or all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Alembic, the First Demerged Company in relation to such Fund or Funds shall become those of Shreno, the First Transferee Company. It is clarified that Shreno, the First Transferee Company shall carry out such steps as may be necessary to register the employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, with its existing exempt Gratuity trust and exempt Provident Fund trust or Employee's Provident Fund Organization or any other government provident fund, as per the provisions of applicable regulations and the same shall be binding on all employees. It is clarified that the services of the staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, will be treated as having been continuous for the purpose of the said Fund or Funds.

## **9. LEGAL PROCEEDINGS**

- 9.1 All legal proceedings of whatsoever nature, whether pending or threatened, by or against Alembic, the First Demerged Company at the Appointed Date and or arising after the Appointed Date till the Effective Date, relating to the Demerged Undertaking 1 of Alembic, the First Demerged Company, as and from the Effective Date, shall be continued and enforced by or against Shreno, the First Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against Alembic, the First Demerged Company.
- 9.2 After the Appointed Date till the Effective Date, if any proceedings are taken against Alembic, the First Demerged Company in respect of the matters referred to in Clause 9.1 above, it shall defend the same at the cost of Shreno, the First Transferee Company and Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all liabilities and obligations incurred by Alembic, the First Demerged Company in respect thereof.
- 9.3 After the Effective Date, if any proceedings are taken or continued against Alembic, the First Demerged Company in respect of Demerged Undertaking 1 carried on by Shreno, the First Transferee Company, Shreno, the First Transferee Company shall defend the same at its own cost; and, in respect of Demerged Undertaking 1 carried on by Shreno, the First Transferee Company after the Effective Date, Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all liabilities, costs and obligations incurred by Alembic, the First Demerged Company, if any, in respect thereof.



- 9.4 Shreno, the First Transferee Company undertakes to have all legal or other proceedings initiated by or against Alembic, the First Demerged Company referred to in Clause 9.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against Shreno, the First Transferee Company as the case may be, to the exclusion of Alembic, the First Demerged Company, after the Effective Date. In the event that Alembic, the First Demerged Company is required to be joined as a necessary party in any such proceedings, Alembic, the First Demerged Company shall be added as a necessary party to enable Shreno, the First Transferee Company to prosecute / defend such proceedings and Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all costs, liabilities and obligations incurred by Alembic, the First Demerged Company, if any, in respect thereof.

## **10. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

- 10.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature relating to Demerged Undertaking 1 and to which Alembic, the First Demerged Company are a party or to the benefit of which Alembic, the First Demerged 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 favor of, as the case may be, Shreno, the First Transferee Company and may be enforced as fully and effectually as if, instead of Alembic, the First Demerged Company, Shreno, the First Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 10.2 Without prejudice to the transfer and vesting of Demerged Undertaking 1 to and in Shreno, the First Transferee Company, Shreno, the First Transferee Company may, at any time after this Scheme becomes effective, if so required or becomes necessary, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations with or in favor of any party to any agreements, contracts, arrangements, understandings, bonds, engagements, deeds and instruments relating to Demerged Undertaking 1. Shreno, the First Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Alembic, the First Demerged Company and to implement or carry out all formalities required on the part of Alembic, the First Demerged Company to give effect to the provisions of this Scheme.
- 10.3 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licences, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent), relating to Demerged Undertaking 1 shall stand transferred to and vested in or shall be deemed to be transferred to and vested in Shreno, the First Transferee Company as if the same were originally given or issued to or executed in favor of Shreno, the First Transferee Company, and the rights and benefits under the same shall be available to Shreno, the First Transferee Company.
- 10.4 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to Demerged Undertaking 1, which Alembic, the First Demerged Company owns or to which Alembic, the First Demerged

Company is a party and which cannot be transferred to the First Transferee Company for any reason whatsoever, Alembic, the First Demerged Company shall hold such asset or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of Shreno, the First Transferee Company, in so far as it is permissible so to do till such time as the transfer is effected.

- 10.5 In pursuance of the Scheme, Alembic, the First Demerged Company and Shreno, the First Transferee Company shall agree to execute suitable agreements, deeds, affidavits, consent letters, power of attorney, applications and other documents and enter into such arrangements as may be required for giving effect to this Scheme.

## **11. TAX CREDITS**

- 11.1 The benefit of any tax credits whether central, state or local, availed by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, and the obligations, if any, for payment of the tax on any assets of Alembic, the First Demerged Company on their erection and/or installation, etc., shall be deemed to have been availed by Shreno, the First Transferee Company or as the case may be, deemed to be the obligations of Shreno, the First Transferee Company.
- 11.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, including all or any refunds/credit/MAT credit/claims relating thereto shall be treated as asset/liability or refunds/credit/claims, as the case may be, of Shreno, the First Transferee Company.
- 11.3 Shreno, the First Transferee Company and Alembic, the First Demerged Company are expressly permitted to revise their tax returns including tax deducted at source certificates/returns and to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, as vested with Shreno, the First Transferee Company upon coming into effect of this scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

## **12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE**

- 12.1 With effect from the Appointed Date and up to and including the Effective Date, Alembic, the First Demerged Company shall carry on the business of Demerged Undertaking 1 with reasonable diligence in the ordinary course of business. Alembic, the First Demerged Company shall not, without the prior written consent of the Board of Directors of Shreno, the First Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of Demerged Undertaking 1 or any part thereof.
- 12.2 With effect from the Appointed Date and up to and including the Effective Date:
- 12.2.1 Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, 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, investments and strategic decisions for and on account of, and in trust for, Shreno, the First Transferee Company;
- 12.2.2 All profits and income accruing or arising to Alembic, the First Demerged Company, and losses and expenditure arising or incurred by it (including

taxes, if any, accruing or paid in relation to any profits or income), in relation to Demerged Undertaking 1, 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 Shreno, the First Transferee Company;

12.2.3 Any rights, powers, authorities or privileges exercised by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, shall be deemed to have been exercised by Alembic, the First Demerged Company for and on behalf of, and in trust for and as an agent of Shreno, the First Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, shall be deemed to have been undertaken for and on behalf of and as an agent for Shreno, the First Transferee Company;

12.2.4 All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Alembic, the First Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 1 before the Appointed Date, shall be on account of Alembic, the First Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by Alembic, the First Demerged Company in respect of the profits or activities or operation of Demerged Undertaking 1 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Shreno, the First Transferee Company and, shall, in all proceedings, be dealt with accordingly; and

12.2.5 Alembic, the First Demerged Company shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees of Demerged Undertaking 1, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Shreno, the First Transferee Company.

12.3 Shreno, the First Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which Shreno, the First Transferee Company may be required to carry on the business of Demerged Undertaking 1.

### **13. REMAINING BUSINESS OF THE FIRST DEMERGED COMPANY**

13.1 The Remaining Business of the First Demerged Company and all the assets, liabilities and obligations other than Demerged Undertaking 1 shall continue to belong to and be vested in and be managed by the First Demerged Company.

13.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the First Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business of the First Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Remaining Business of the First Demerged Company ) shall be continued and enforced by or against the First Demerged Company after the Effective Date.

- 13.3 If proceedings are taken against Shreno, the First Transferee Company in respect of the matters referred to in Clause 13.2 above, Shreno, the First Transferee Company shall defend the same in accordance with the advice of Alembic, the First Demerged Company and at the cost and risk of Alembic, the First Demerged Company, and Alembic, the First Demerged Company shall reimburse and indemnify Shreno, the First Transferee Company against all liabilities and obligations incurred by Shreno, the First Transferee Company in respect thereof. In respect of such defence, Alembic, the First Demerged Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable Shreno, the First Transferee Company to defend the same.
- 13.4 With effect from the Appointed Date and upto and including the Effective Date:
- 13.4.1 Alembic, the First Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of the First Demerged Company for and on its own behalf;
- 13.4.2 All profits accruing to Alembic, the First Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business of the First Demerged Company shall, for all purposes, be treated as the profits or losses, as the case may be, of Alembic, the First Demerged Company; and
- 13.4.3 All assets and properties acquired by Alembic, the First Demerged Company in relation to the Remaining Business of the First Demerged Company on and after the Appointed Date shall belong to and continue to remain vested in Alembic, the First Demerged Company.

#### **14. SAVING OF CONCLUDED TRANSACTIONS**

The transfer of properties and liabilities under Clause 4 above and the continuance of the proceedings by or against Shreno, the First Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by Alembic, the First Demerged Company to the end and intent that Shreno, the First Transferee Company accepts and adopts all acts, deeds and things done and executed by Alembic, the First Demerged Company in respect thereto as done and executed on behalf of Shreno, the First Transferee Company.

### **PART III**

#### **15. TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2 TO NIRAYU, THE SECOND TRANSFEE COMPANY**

- 15.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, Demerged Undertaking 2 of Shreno, the Second Demerged Company as defined in Clause 1.7 thereof, shall pursuant to Sections 230 to 232 of the Act and other relevant provision of the Act and the order of the NCLT sanctioning the Scheme, without any further act, instrument or deed, be transferred to and vested in or deemed to be transferred to and vested in Nirayu, the Second Transferee Company, on a going concern basis, in accordance with Section 2(19AA) of the Income-tax Act, 1961, so as to vest in Nirayu, the Second Transferee Company all the rights, title and interest of Demerged Undertaking 2 therein, subject to the subsisting charges and pledges, if any.
- 15.2 Without prejudice to the provisions of Clause 15.1, assets and properties of Shreno, the Second Demerged Company relating to Demerged Undertaking 2, upon the coming into effect of this Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act, without any further act or deed or instrument or conveyance for the same shall deemed to be transferred to Nirayu, the



Second Transferee Company and shall become the assets and properties of Nirayu, the Second Transferee Company. The order of the NCLT shall for all purposes be treated as the instrument conveying such properties and assets to Nirayu, the Second Transferee Company.

- 15.3 In respect of assets such as intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities, bodies and customers, Shreno, the Second Demerged Company shall if so required by Nirayu, the Second Transferee Company, issue notices in such form as Nirayu, the Second Transferee Company may deem fit and proper stating that pursuant to the NCLT or such other competent authority having sanctioned this Scheme under Section 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of Shreno, the Second Demerged Company, as the person entitled thereto, to the end and intent that the right of Shreno, the Second Demerged Company to recover or realize the same stands transferred to Nirayu, the Second Transferee Company.
- 15.4 All immovable properties, if any, (including land, building and any other immovable property) of Demerged Undertaking 2 of Shreno, the Second Demerged Company whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall automatically stand vested in Nirayu, the Second Transferee Company without the requirement of execution of any further documents for registering the name of Nirayu, the Second Transferee Company as the owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, Municipality, etc. may rely on the Scheme along with the order passed by NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of Nirayu, the Second Transferee Company as the owner of the immovable properties. With effect from the Appointed Date, Nirayu, the Second Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. Shreno, the Second Demerged Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to Nirayu, the Second Transferee Company.
- 15.5 If any asset relating to Demerged Undertaking 2 (including but not limited to any estate, rights, title, interest in or authorities relating to such asset) which Shreno, the Second Demerged Company owns, cannot be transferred to Nirayu, the Second Transferee Company for any reason whatsoever, Shreno, the Second Demerged Company shall, (i) hold such asset in trust for the sole benefit of Nirayu, the Second Transferee Company till the same is transferred and shall hold and deal with the same in accordance with the reasonable instructions as may be given by Nirayu, the Second Transferee Company in that regard; and (ii) make reasonable efforts to transfer such asset to the Second Transferee Company (along with any benefits attached thereto) within the earliest possible period pursuant to the Scheme becoming effective.
- 15.6 All patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights and other industrial properties and rights of any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements, contract advantages, benefits, goodwill, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile and other communication facilities, connections, equipment and installations, utilities, electricity and electronic devices and all other services of every kind, nature and descriptions whatsoever, reserves, provisions, funds, benefit of all agreements, arrangements including but not limited to indemnities/ guarantees given by Shreno, the Second

Demerged Company in relation to Demerged Undertaking 2, deposits, advances, recoverable and receivables whether from government, semi-government, local authorities or any other customs etc., benefits of any agreement to sell of immovable properties sold or purchased by Shreno, the Second Demerged Company in relation to Demerged Undertaking 2, and all other rights, interests, claims and powers of every kind, nature and description of and arising to them, cash and bank balances, all earnest monies and/ or deposits including security deposits paid by them, the entire business and benefits and advantages of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Shreno, the Second Demerged Company and relatable to Demerged Undertaking 2, stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Nirayu, the Second Transferee Company pursuant to the provisions of Section 232 of the Act so as to become as and from the Appointed Date, the estate, assets, right, title and interests of Nirayu, the Second Transferee Company.

It is hereby clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, Nirayu, the Second Transferee Company shall be entitled to continue and carry on the business of the Engineering Division of Shreno, the Second Demerged Company in the name and style of 'Shreno Engineering, a division of Nirayu' or such other names as may be considered appropriate by it and all such rights, titles or claims relatable thereto, shall stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Nirayu, the Second Transferee Company.

- 15.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, permissions or approvals or consents held by Shreno, the Second Demerged Company required to carry on operations of Demerged Undertaking 2 shall stand transferred to and vested in Nirayu, the Second Transferee Company by virtue of order of NCLT sanctioning the Scheme, and without any further act or deed shall be appropriately mutated by the statutory authorities concerned therewith in favour of Nirayu, the Second Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents, registration or other licenses, and consents shall vest in and become available to Nirayu, the Second Transferee Company pursuant to the Scheme.
- 15.8 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all income, expenses, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT, as the case may be, and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to and vested in Nirayu, the Second Transferee Company and shall be assumed by Nirayu, the Second Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of Nirayu, the Second Transferee Company on the same terms and conditions as were applicable to Shreno, the Second Demerged Company, and Nirayu, the Second Transferee Company shall meet, discharge and satisfy the liabilities and 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.



- 15.9 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the debts, advances, liabilities and obligations pertaining to Demerged Undertaking 2 of Shreno, the Second Demerged Company shall, under the provisions of Sections 230 to 232 of the Act, without any further act or deed shall stand transferred to or be deemed to be transferred to Nirayu, the Second Transferee Company and shall become the debts, liabilities and obligations of Nirayu, the Second Transferee Company which it undertakes to meet, discharge and satisfy and 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, advances, liabilities and obligations have arisen in order to give effect to the provisions of this clause.
- 15.10 In so far as the assets comprised in Demerged Undertaking 2 of Shreno, the Second Demerged Company are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings not relating to Demerged Undertaking 2 shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities, which are not related to Demerged Undertaking 2 of Shreno, the Second Demerged Company. Shreno, the Second Demerged Company may apply to the authorities for release of such assets and for modification of charges and encumbrances created on such assets, if required.
- 15.11 All taxes (including income tax, sales tax, excise duty, service tax, VAT, CGST, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Shreno, the Second Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 2 before the Appointed Date, shall be on account of Shreno, the Second Demerged Company and, insofar as it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, CGST, IGST, SGST, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by Shreno, the Second Demerged Company in respect of the profits from activities of Demerged Undertaking 2 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Nirayu, the Second Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 15.12 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between or amongst Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company, in so far as it relates to the Demerged Undertaking 2, shall be considered as intra-party transactions for all purposes.

## **16. CONSIDERATION**

- 16.1 Upon this Scheme becoming effective and in consideration of the Demerger and vesting of Demerged Undertaking 2 into Nirayu, the Second Transferee Company in accordance with this Scheme, Nirayu, the Second Transferee Company shall issue and allot to every member of Shreno, the Second Demerged Company (other than Nirayu, the Second Transferee Company in respect of shares held by it in Shreno, the Second Demerged Company, if any and other than Alembic, the First Demerged Company whose shareholding in Shreno, the First Transferee Company, shall be cancelled upon the Scheme becoming effective, before such allotment) holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in the following manner:
- 1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares of Rs. 100/- each at a premium of Rs 3,050/- per share of Nirayu, the Second Transferee Company for every 1

(One) fully paid up equity share of Rs.100/- each held in Shreno, the Second Demerged Company.

It is expressly clarified that since every member of Alembic, the First Demerged Company (other than Shreno, the First Transferee Company in respect of shares held by it in Alembic, the First Demerged Company) holding fully paid up Equity Shares in Alembic, the First Demerged Company and whose names appear in the register of members on the Record Date shall be issued Shreno Preference Shares under Part II of the Scheme (as above), no further consideration shall be discharged by Nirayu, the Second Transferee Company, under Part III of the Scheme, to such equity shareholders of Alembic, the First Demerged Company, as the same has been adequately factored in the entitlement ratio mentioned in Clause 5.1.

- 16.2 Notwithstanding anything contained in Clause 16.1 above, in view of the provisions of the Applicable Laws (which does not permit issuance of Redeemable Preference Shares to non-residents shareholders / shareholders who are resident outside India, under automatic route), Nirayu, the Second Transferee Company, subject to the receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, shall issue and allot to every member of Shreno, the Second Demerged Company, being non-resident in India, holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in consideration of the Demerger, 1 (One) 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares of Rs. 100/- each at a premium of Rs. 3,050/- per share of Nirayu, the Second Transferee Company for every 1 (One) fully paid up equity share of Rs. 100/- each held in Shreno, the Second Demerged Company.
- 16.3 If the requisite approval of the Appropriate Authority as mentioned in Clause 16.2 is not received, the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India, holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members as on the Record Date, in consideration of the Demerger shall, subject to the receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, receive cash, equivalent to the value of Nirayu Preference Shares proposed to be issued under Clause 16.1.
- 16.4 If the requisite approval of the Appropriate Authority as mentioned in Clause 16.2 and Clause 16.3 is not received, the Board of Directors of Nirayu, the Second Transferee Company, subject to the approval of the Appropriate Authority, shall appoint a Category – I merchant banker ('Merchant Banker') to act on behalf of and as an agent and trustee of the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in respect of the Nirayu Preference Shares to be allotted as stated in Clause 16.1, in the manner provided under:
- 16.4.1 Nirayu, the Second Transferee Company shall issue and allot Nirayu Preference Shares to the Merchant Banker and the Merchant Banker shall, for and behalf of such members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India, receive the aforesaid Nirayu Preference Shares in an on-shore escrow account on such terms and conditions as may be acceptable to the Board of Directors of Nirayu, the Second Transferee Company;

- 16.4.2 Immediately upon the allotment of the Nirayu Preference Shares to the Merchant Banker, the promoters of the Second Transferee Company and/ or their affiliates or any other person and/or entity identified by them shall purchase the Nirayu Preference Shares, from the Merchant Banker, for and on behalf of the non-resident shareholders / shareholders who are resident outside India, within 30 (thirty) days from the date of allotment of the Nirayu Preference Shares, at the same issue price of Rs. 3,150/- per share as mentioned in Clause 16.1;
- 16.4.3 Upon receipt of the sale proceeds of the Nirayu Preference Shares pursuant to Clause 16.4.2 above, the Merchant Banker shall distribute such proceeds (net of expenses) to the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.
- 16.5 The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares have been specified in Annexure 2.
- 16.6 No fractional certificates shall be issued by Nirayu, the Second Transferee Company in respect of fractional entitlements, if any, to any member of Shreno, the Second Demerged Company. The Board of Directors of Nirayu, the Second Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot Nirayu Preference Shares in lieu thereof to a Director or an Officer of Nirayu, the Second Transferee Company or such other person as Nirayu, the Second Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such Director or Officer or person shall sell the same to such person or persons and at such prices as he deems fit, and pay to Nirayu, the Second Transferee Company, the net sale proceeds thereof, whereupon Nirayu, the Second Transferee Company shall distribute such net sale proceeds to the members of such Shreno, the Second Demerged Company in proportion to their respective fractional entitlements. If while consolidating fractional entitlements for allotting share/s to such trustee as aforesaid, there arises any fraction the same shall be ignored.
- 16.7 Nirayu Preference Shares shall be issued in dematerialized form to those members who are holding equity shares in dematerialized form in Shreno, the Second Demerged Company as on the Record Date by Nirayu, the Second Transferee Company or committee constituted thereof. If Nirayu, the Second Transferee Company is unable to allot Nirayu Preference Shares to any shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), Nirayu, the Second Transferee Company shall issue such shares in trust in a separate escrow/ suspense account to be maintained by Nirayu, the Second Transferee Company for the benefit of such shareholders. Such Nirayu Preference Shares shall be dealt with in accordance with the Applicable Laws and as the Board of Directors of Nirayu, the Second Transferee Company deems fit, including to enable allotment of such Nirayu Preference Shares to the shareholders of Shreno, the Second Demerged Company in proportion to their respective entitlement upon a valid claim being made thereon by the respective shareholder. The unclaimed Nirayu Preference Shares lying in such separate escrow/ suspense account shall be redeemed in accordance with the terms of issue specified in Annexure 2. Upon receipt of the redemption proceeds of the Nirayu Preference Shares, Nirayu, the Second Transferee Company shall distribute such proceeds (net of expenses) to the members of Shreno, the Second Demerged Company being shareholders who have not claimed Nirayu Preference Shares from the separate escrow/ suspense account, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

- 16.8 The issue and allotment of Nirayu Preference Shares to the shareholders of Shreno, the Second Demerged Company, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under the Act.
- 16.9 Upon this Scheme becoming effective, the equity shares held by Shreno, the Second Demerged Company in the equity share capital of Nirayu, the Second Transferee Company shall stand cancelled and Nirayu, the Second Transferee Company shall not be required to issue any shares in lieu of such shares under the Scheme.
- 16.10 Nirayu, the Second Transferee Company shall and to the extent required, after taking on account Clause 27 of the Scheme, increase its Authorized Share Capital to facilitate the issue of Nirayu Preference Shares as the case may be under this Scheme.

## **17. ACCOUNTING TREATMENT**

### **ACCOUNTING TREATMENT IN THE BOOKS OF SHRENO, THE SECOND DEMERGED COMPANY**

On effectiveness of the Scheme and with effect from the Appointed Date, Shreno, the Second Demerged Company shall account for the transfer and vesting of the Demerged Undertaking 2 in its books of accounts as per the applicable Accounting Standards notified under Section 133 of the Act read with the relevant rules issued thereunder.

### **ACCOUNTING TREATMENT IN THE BOOKS OF NIRAYU, THE SECOND TRANSFEE COMPANY**

On effectiveness of the Scheme and with effect from the Appointed Date, since the transaction involves entities which are under common control before and after the transaction, Nirayu, the Second Transferee Company shall account for the transfer and vesting of the Demerged Undertaking 2 as per the 'Pooling of interests' in its books of account in accordance with Appendix C 'Business combinations of entities under common control' of the Indian Accounting Standards (Ind AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rules, 2015 and other applicable accounting standards prescribed under the Act.

## **18. CANCELLATION OF SHARES OF NIRAYU, THE SECOND TRANSFEE COMPANY HELD BY SHRENO, THE SECOND DEMERGED COMPANY**

- 18.1 Upon the Scheme becoming effective, 59,212 equity shares of Rs. 100/- each of Nirayu, the Second Transferee Company held by Shreno, the Second Demerged Company, forming part of Demerged Undertaking 2, shall without any application or deed, stand cancelled without any payments to Shreno, the Second Demerged Company. This cancellation shall amount to reduction of the Capital of Nirayu, the Second Transferee Company to this limited extent.
- 18.2 Further since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme. In view of the specific explanation provided to the provisions of Section 230 of the Act, Nirayu, the Second Transferee Company shall not be required to undertake the compliance of Section 66 of the Act.
- 18.3 In case there is any utilization of the Share Premium Account of Shreno, the Second Demerged Company, due to any reason whatsoever (including but not limited to, for the purpose of giving effect to Clause 17 above), then the same shall be effected as an integral part of this Scheme without having to follow the process under Section 52 read with Section 66 of the Act separately and the order of the NCLT sanctioning the Scheme shall be deemed to be also the order under Section 52 read with Section 66 of the Act



for the purpose of the confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and hence the provisions of Section 66 of the Act will not be applicable. Shreno, the Second Demerged Company shall not be required to add words “and reduced” as a suffix to its name consequent upon such reduction.

## **19. EMPLOYEES**

- 19.1 On the Scheme becoming effective, all staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, as on the Effective Date shall be deemed to have become staff and employees of Nirayu, the Second Transferee Company without any break or interruption in their services, on same terms and conditions of their employment with Shreno, the Second Demerged Company. Nirayu, the Second Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past service with Shreno, the Second Demerged Company, as the case may be, shall also be taken into account. Nirayu, the Second Transferee Company undertakes to continue to abide by the terms of agreement/settlement entered into by Shreno, the Second Demerged Company with employees' union/employee or association as the case may be.
- 19.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, or all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Shreno, the Second Demerged Company in relation to such Fund or Funds shall become those of Nirayu, the Second Transferee Company. It is clarified that Nirayu, the Second Transferee Company shall do all things necessary to apply and obtain registration of Gratuity trust as exempt and shall carry out such steps as may be necessary to register the employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, with the Employee's Provident Fund Organization or any other government provident fund, as per the provisions of applicable regulations and the same shall be binding on all employees. It is clarified that the services of the staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, will be treated as having been continuous for the purpose of the said Fund or Funds.

## **20. LEGAL PROCEEDINGS**

- 20.1 All legal proceedings of whatsoever nature, whether pending or threatened, by or against Shreno, the Second Demerged Company at the Appointed Date and or arising after the Appointed Date till the Effective Date, relating to Demerged Undertaking 2 of Shreno, the Second Demerged Company, as and from the Effective Date, shall be continued and enforced by or against Nirayu, the Second Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against Shreno, the Second Demerged Company.
- 20.2 After the Appointed Date till the Effective Date, if any proceedings are taken against Shreno, the Second Demerged Company in respect of the matters referred to in Clause 20.1 above, it shall defend the same at the cost of Nirayu, the Second Transferee Company and Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all liabilities and obligations incurred by Shreno, the Second Demerged Company in respect thereof.

- 20.3 After the Effective Date, if any proceedings are taken or continued against Shreno, the Second Demerged Company in respect of Demerged Undertaking 2 carried on by Nirayu, the Second Transferee Company, Nirayu, the Second Transferee Company shall defend the same at its own cost; and, in respect of Demerged Undertaking 2 carried on by Nirayu, the Second Transferee Company after the Effective Date, Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all liabilities, costs and obligations incurred by Shreno, the Second Demerged Company, if any, in respect thereof.
- 20.4 Nirayu, the Second Transferee Company undertakes to have all legal or other proceedings initiated by or against Shreno, the Second Demerged Company referred to in Clause 20.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against Nirayu, the Second Transferee Company as the case may be, to the exclusion of Shreno, the Second Demerged Company, after the Effective Date. In the event that Shreno, the Second Demerged Company is required to be joined as a necessary party in any such proceedings, Shreno, the Second Demerged Company shall be added as a necessary party to enable Nirayu, the Second Transferee Company to prosecute / defend such proceedings and Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all costs, liabilities and obligations incurred by Shreno, the Second Demerged Company, if any, in respect thereof.

## **21. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

- 21.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature relating to Demerged Undertaking 2 and to which Shreno, the Second Demerged Company are a party or to the benefit of which Shreno, the Second Demerged 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 favor of, as the case may be, Nirayu, the Second Transferee Company and may be enforced as fully and effectually as if, instead of Shreno, the Second Demerged Company, Nirayu, the Second Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 21.2 Without prejudice to the transfer and vesting of Demerged Undertaking 2 to and in Nirayu, the Second Transferee Company, the Second Transferee Company may, at any time after this Scheme becomes effective, if so required or becomes necessary, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations with or in favor of any party to any agreements, contracts, arrangements, understandings, bonds, engagements, deeds and instruments relating to Demerged Undertaking 2. Nirayu, the Second Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Shreno, the Second Demerged Company and to implement or carry out all formalities required on the part of Shreno, the Second Demerged Company to give effect to the provisions of this Scheme.
- 21.3 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licences, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent), relating to Demerged Undertaking 2 shall stand transferred to and vested in or shall be deemed to be



transferred to and vested in Nirayu, the Second Transferee Company as if the same were originally given or issued to or executed in favor of Nirayu, the Second Transferee Company, and the rights and benefits under the same shall be available to Nirayu, the Second Transferee Company.

- 21.4 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to Demerged Undertaking 2, which Shreno, the Second Demerged Company owns or to which Shreno, the Second Demerged Company is a party and which cannot be transferred to the Second Transferee Company for any reason whatsoever, Shreno, the Second Demerged Company shall hold such asset or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of Nirayu, the Second Transferee Company, in so far as it is permissible so to do till such time as the transfer is effected.
- 21.5 In pursuance of the Scheme, Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company shall agree to execute suitable agreements, deeds, affidavits, consent letters, power of attorney, applications and other documents and enter into such arrangements as may be required for giving effect to this Scheme.

## **22. TAX CREDITS**

- 22.1 The benefit of any tax credits whether central, state or local, availed by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, and the obligations, if any, for payment of the tax on any assets of Shreno, the Second Demerged Company on their erection and/or installation, etc., shall be deemed to have been availed by Nirayu, the Second Transferee Company or as the case may be, deemed to be the obligations of Nirayu, the Second Transferee Company.
- 22.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, including all or any refunds/credit/MAT credit/claims relating thereto shall be treated as asset/liability or refunds/credit/claims, as the case may be, of Nirayu, the Second Transferee Company.
- 22.3 Nirayu, the Second Transferee Company and Shreno, the Second Demerged Company are expressly permitted to revise their tax returns including tax deducted at source certificates/returns and to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, as vested with Nirayu, the Second Transferee Company upon coming into effect of this scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

## **23. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE**

- 23.1 With effect from the Appointed Date and up to and including the Effective Date, Shreno, the Second Demerged Company shall carry on the business of Demerged Undertaking 2 with reasonable diligence in the ordinary course of business. Shreno, the Second Demerged Company shall not, without the prior written consent of the Board of Directors of Nirayu, the Second Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of Demerged Undertaking 2 or any part thereof.

- 23.2 With effect from the Appointed Date and up to and including the Effective Date:
- 23.2.1 Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, 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, investments and strategic decisions for and on account of, and in trust for, Nirayu, the Second Transferee Company;
- 23.2.2 All profits and income accruing or arising to Shreno, the Second Demerged Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), in relation to Demerged Undertaking 2, 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 Nirayu, the Second Transferee Company;
- 23.2.3 Any rights, powers, authorities or privileges exercised by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be deemed to have been exercised by Shreno, the Second Demerged Company for and on behalf of, and in trust for and as an agent of Nirayu, the Second Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be deemed to have been undertaken for and on behalf of and as an agent for Nirayu, the Second Transferee Company;
- 23.2.4 All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Shreno, the Second Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 2 before the Appointed Date, shall be on account of Shreno, the Second Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by Shreno, the Second Demerged Company in respect of the profits or activities or operation of Demerged Undertaking 2 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Nirayu, the Second Transferee Company and, shall, in all proceedings, be dealt with accordingly; and
- 23.2.5 Shreno, the Second Demerged Company shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees of Demerged Undertaking 2, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Nirayu, the Second Transferee Company.
- 23.3 Nirayu, the Second Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which Nirayu, the Second Transferee Company may be required to carry on the business of Demerged Undertaking 2.

## **24. REMAINING BUSINESS OF THE SECOND DEMERGED COMPANY**

- 24.1 The Remaining Business of the Second Demerged Company and all the assets, liabilities and obligations other than Demerged Undertaking 2 shall continue to belong to and be vested in and be managed by Shreno, the Second Demerged Company.
- 24.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against Shreno, the Second Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business of the Second Demerged Company (including those relating to any property, right, power, liability, obligation or duties of Shreno, the Second Demerged Company in respect of the Remaining Business of the Second Demerged Company) shall be continued and enforced by or against Shreno, the Second Demerged Company after the Effective Date.
- 24.3 If proceedings are taken against Nirayu, the Second Transferee Company in respect of the matters referred to in Clause 24.2 above, Nirayu, the Second Transferee Company shall defend the same in accordance with the advice of Shreno, the Second Demerged Company and at the cost and risk of Shreno, the Second Demerged Company, and Shreno, the Second Demerged Company shall reimburse and indemnify Nirayu, the Second Transferee Company against all liabilities and obligations incurred by Nirayu, the Second Transferee Company in respect thereof. In respect of such defence, Shreno, the Second Demerged Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable Nirayu, the Second Transferee Company to defend the same.
- 24.4 With effect from the Appointed Date and upto and including the Effective Date:
- 24.4.1 Shreno, the Second Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of the Second Demerged Company for and on its own behalf;
- 24.4.2 All profits accruing to Shreno, the Second Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business of the Second Demerged Company shall, for all purposes, be treated as the profits or losses, as the case may be, of Shreno, the Second Demerged Company; and
- 24.4.3 All assets and properties acquired by Shreno, the Second Demerged Company in relation to the Remaining Business of the Second Demerged Company on and after the Appointed Date shall belong to and continue to remain vested in Shreno, the Second Demerged Company.

## **25. SAVING OF CONCLUDED TRANSACTIONS**

The transfer of properties and liabilities under Clause 15 above and the continuance of the proceedings by or against Nirayu, the Second Transferee Company under Clause 20 above shall not affect any transaction or proceedings already concluded by Shreno, the Second Demerged Company to the end and intent that Nirayu, the Second Transferee Company accepts and adopts all acts, deeds and things done and executed by Shreno, the Second Demerged Company in respect thereto as done and executed on behalf of Nirayu, the Second Transferee Company.

## PART IV

### 26. REORGANIZATION OF AUTHORIZED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM OF ASSOCIATION OF SHRENO, THE FIRST TRANSFEREE COMPANY

#### Memorandum of Association:

#### 26.1 Capital Clause:

26.1.1 Upon the Scheme coming into effect and from Appointed Date, the authorized share capital of Shreno, the First Transferee Company / Second Demerged Company shall stand amended as under:

- i. Out of the total unissued preference share capital of Rs. 180,50,00,000/- (i.e. 45,12,500 preference shares of Rs. 400/- each);
- a. The unissued preference share capital of Rs. 100,00,00,000/- (Rupees One Hundred Crore only) shall stand amended from 25,00,000 (Twenty Five Lakh only) preference shares of Rs. 400/- each to 50,00,00,000 (Fifty Crore only) preference shares of Rs. 2/- each; and
- b. The balance unissued preference share capital of Rs. 80,50,00,000/- (Rupees Eighty Crore Fifty Lakh only) shall stand transferred to Nirayu, the Second Transferee Company in the form of 80,50,000 (Eighty Lakh Fifty Thousand only) preference shares of Rs. 100/- each (as mentioned in clause 27.1.1).

Pursuant to the Scheme becoming effective, the authorized share capital of Shreno, the First Transferee Company / Second Demerged Company will be as under:

Particulars	Amount (Rs.)
<u>Authorised Capital</u>	
59,50,000 Equity Shares of Rs. 100/- each	59,50,00,000
50,00,00,000 Preference Shares of Rs. 2/- each	100,00,00,000
<b>Total</b>	<b>159,50,00,000</b>

26.1.2 Clause V of the Memorandum of Association of Shreno, the First Transferee Company / Second Demerged Company relating to the authorized share capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and be amended accordingly.

It is clarified that the approval of the members of Shreno, the First Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of Shreno, the First Transferee Company as may be required under the Act.

### 27. REORGANIZATION OF AUTHORISED CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF NIRAYU, THE SECOND TRANSFEREE COMPANY

#### Memorandum of Association

#### 27.1 Capital Clause:

27.1.1 Upon the Scheme coming into effect and from Appointed Date, the Authorized Share Capital of Nirayu, the Second Transferee Company shall stand increased by Rs. 80,50,00,000/- (Rupees Eighty Crore and Fifty Lakh only), divided into 80,50,000 (Eighty Lakh Fifty Thousand only) preference shares of Rs. 100/- each, which shall stand transferred from the Authorized Share Capital of Shreno, the Second Demerged Company to Nirayu, the Second Transferee Company, without any further act or deed and without any further payment of the stamp duty or the registration fees

and accordingly the Memorandum of Association of Nirayu, the Second Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended.

Pursuant to the Scheme becoming effective the Authorized Share Capital of Nirayu, the Second Transferee Company will be as under:

Particulars	Amount (Rs.)
<u>Authorised Capital</u>	
13,80,000 Equity Shares of Rs. 100/- each	13,80,00,000
1,19,00,000 Preference Shares of Rs. 100/- each	119,00,00,000
<b>Total</b>	<b>132,80,00,000</b>

27.1.2 Clause V of the Memorandum of Association of Nirayu, the Second Transferee Company relating to the Authorized Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and be amended accordingly.

27.1.3 It is clarified that the approval of the members of Nirayu, the Second Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of Nirayu, the Second Transferee Company as may be required under the Act.

27.2 **Conversion of Nirayu, the Second Transferee Company and Change in Name Clause:**

27.2.1 Upon Scheme being effective and upon the issue of Nirayu Preference Shares by Nirayu, the Second Transferee Company to the shareholders of Shreno, the Second Demerged Company pursuant to Clause 16 hereinabove, Nirayu, the Second Transferee Company shall cease to be a private limited company. Consequently, the name of the Company would change from ‘Nirayu Private Limited’ to ‘Nirayu Limited’ and the word ‘Private’ shall be deleted from the name of the Company. Since this is consequential change and proposed as an integral part of the Scheme, it is clarified that there will be no need to pass a separate resolution as required under Section 13, 18 and other applicable provisions of the Act.

27.2.2 Clause I of the Memorandum of Association of Nirayu, the Second Transferee Company shall be substituted with the following clause: “I. The name of the Company is Nirayu Limited.”

27.2.3 Pursuant to the provisions of Section 14 of the Companies Act, 2013, the Articles of Association of Nirayu, the Second Transferee Company be altered by deleting the existing name of the Company wherever appearing and substituting it with the new name of the Company.

27.3 **Object Clause:**

27.3.1 In order to enable Nirayu, the Second Transferee Company to carry on the activities currently being carried on by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, upon the Scheme coming into effect and from Appointed Date, the main objects of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be added to the Main Objects of Nirayu, the Second Transferee Company and Clause III[A] of the Memorandum of Association of Nirayu, the Second Transferee Company shall stand amended as per Annexure 3.



- 27.4 Upon the approval of the Scheme by the members of Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company pursuant to Sections 230 to 232 of the Act, it shall be deemed that the members of Nirayu, the Second Transferee Company have also resolved and accorded all relevant consents under Section 13 of the Act or any other provisions of the Act for the commencement of any business or activities currently being carried on by Shreno, the Second Demerged Company in relation to Demerged Undertaking 2, as contained in the object clause of the Memorandum of Association of Nirayu, the Second Transferee Company, to the extent the same may be considered applicable. In particular, Nirayu, the Second Transferee Company would be allowed to commence the new business added as above with effect from the Appointed Date. It is clarified that there will be no need to pass a separate resolution as required under Section 13 of the Act.

## **28. PRINCIPLE OF SINGLE WINDOW CLEARANCE**

Under the accepted principle of single window clearance, it is hereby provided that the above referred amendment in the Memorandum of Association of Shreno, the First Transferee Company/ Second Demerged Company and the Memorandum and Articles of Association of Nirayu, the Second Transferee Company, viz. Change in the Capital Clause as mentioned in Clause 27.1 above, Change in Name Clause as mentioned in Clause 27.2 above and Change in Object Clause as mentioned in Clause 27.3 above shall become operative on the scheme being effective, without any further act or deed. The approval granted to the Scheme as a whole by the shareholders of Shreno, the First Transferee Company / Second Demerged Company and by the shareholders of Nirayu, the Second Transferee Company, at their respective meetings, shall amount to their approval to all the above amendments, as envisaged under Sections 13, 14, 18, 55, 61, 62 & 64 of the Act or any other provisions of the Act, as may be applicable and Shreno, the First Transferee Company / Second Demerged Company and Nirayu, the Second Transferee Company shall not be required to pass separate resolutions as required under the Act, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by Nirayu, the Second Transferee Company.

## **PART – V**

## **29. APPLICATIONS TO NCLT OR OTHER APPROPRIATE AUTHORITIES**

- 29.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall, with all reasonable dispatch, make necessary applications under Sections 230 to 232 of the Act and/or other applicable provisions of the Act to the NCLT or such other Appropriate Authority, where the registered offices of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company are situated, for seeking order for dispensing with or convening, holding and conducting of meeting of the members and/or creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, as may be directed by the NCLT or such other Appropriate Authority for approval of this Scheme and all matters ancillary or incidental thereto.
- 29.2 On the Scheme being approved by the requisite majorities of the members and/or creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company whether at a meeting or by consents, as prescribed under the law and/or as directed by the NCLT or such other Appropriate Authority, Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall, with all reasonable dispatch, apply to the NCLT, Bench at Ahmedabad for sanctioning of the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the NCLT or such other authority may deem fit for carrying this Scheme into effect.



### **30. DIVIDENDS**

- 30.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall be entitled to declare and pay dividends to their respective shareholders in respect of the accounting period ending 31<sup>st</sup> March 2019 consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended / declared only by the mutual consent of the concerned parties.
- 30.2 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be at the discretion of the respective Boards of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, and subject to approval, if required, of the shareholders of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company respectively.

### **31. MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

- 31.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company will have complete power to take the most sensible interpretation so as to render the Scheme operational.
- 31.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company may give and are 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.

## **32 SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

- 32.1 The Scheme is and shall be conditional upon and subject to the following:
- 32.1.1 Obtaining no-objection /observation letter from the stock exchanges, where the equity shares of Alembic, the First Demerged Company are listed, in relation to the Scheme under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015;
  - 32.1.2 Approval of the Scheme by requisite majority of each class of shareholders and creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company and such classes of persons of the said Companies, if any, as applicable or as may be required under the Act and/or as may be directed by the Tribunal;
  - 32.1.3 Compliance with the other provisions of the SEBI Circular, including seeking approval of the shareholders of Alembic, the First Demerged Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders of Alembic, the First Demerged Company are more than the votes cast by the public shareholders against it as required by the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts Regulation Rules, 1957;
  - 32.1.4 The Scheme being sanctioned by the NCLT under Sections 230 to 232 of the Act; and
  - 32.1.5 Certified or authenticated copy of the final Order of the NCLT, sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act, being filed with the Registrar of Companies, Gujarat at Ahmedabad either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise.
- 32.2 It is hereby clarified that submission of the Scheme to the Tribunal and to the Appropriate Authorities for their respective approval is without prejudice to all rights, interests, titles or defences that Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company may have under or pursuant to all Applicable Laws.
- 32.3 On the approval of this Scheme by the shareholders of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company and such other classes of Persons of the said Companies, if any, pursuant to Clause 32.1.2, such shareholders and classes of Persons 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 Demerger and capital reduction set out in this Scheme, related matters and this Scheme itself.

## **33. 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 complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT or such other competent authority and/or Order or Orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company or their respective shareholders or creditors or employees or any other person and save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights, liabilities or obligations which have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

34. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses including stamp duty and registration fee of any deed, document, instrument and/or Order passed by the NCLT including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme, if any (save as expressly otherwise agreed) of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall be borne in the manner as may be mutually agreed to between the Board of Directors or persons authorised by the Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company.

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Annexure 1:

**Terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares – I or Shreno Preference Shares:**

(a) Face value, Issue price and other terms

Shreno Preference Shares issued shall have a face value of Rs. 2/- each and be issued at a premium of Rs. 14.50/- per share. Further, the Shreno Preference Shares to be issued pursuant to the Scheme are not proposed to be listed on any Stock Exchange.

(b) Coupon

Shreno Preference Shares shall subject to the provisions of the Articles of Association of Shreno, the First Transferee Company and the Act confer the holders thereof a right to fixed preferential dividend of 7% per annum on issue price of Rs 16.50/- each in priority to the equity shares. Dividend shall be payable annually by Shreno, the First Transferee Company.

(c) Voting Rights

The holder of Shreno Preference Shares shall have the right to vote in general meeting of Shreno, the First Transferee Company in accordance with Section 47 (2) of the Companies Act 2013.

(d) Redemption

Each Shreno Preference Shares shall be redeemable at a premium of Rs 14.50/- per share i.e. Rs. 16.50/- per share, redeemed in one or more tranche anytime on or before the expiry of 5 years from the date of allotment.

Provided that the Shreno Preference shares held by the Small Shareholders shall be redeemed any time, at the discretion of Shreno, the First Transferee Company, on or before the expiry of 2 years from the date of allotment.

Provided further that non-promoter public shareholders shall be given first preference in redemption of Shreno Preference Shares.

Provided further that, in case Shreno Preference Shares are not redeemed by Shreno, the First Transferee Company within the aforesaid period of 2 or 5 years, as the case may be, Nirayu, the Second Transferee Company, being the holding company of Shreno, the First Transferee Company, shall purchase such shares from the non-promoter public shareholders at a value equivalent to the redemption price of Rs. 16.50/- per share and arrears of dividend accumulated over the tenure, if any.

(e) Winding-up

In the event of winding up of Shreno, the First Transferee Company, the holders of Shreno Preference Shares shall have a right to receive the issue price, i.e. Rs. 16.50/- per share and arrears of dividend, whether declared or not, up to the commencement of winding up, in priority to any paid-up capital on the equity shares out of the surplus but shall not have any further rights to participate in the profits of the assets of Shreno, the First Transferee Company.

**Annexure 2:**

**Terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares:**

(a) Face value, Issue price and other terms

Nirayu Preference Shares issued shall have a face value of Rs. 100/- each and be issued at a premium of Rs. 3,050/- per share. Further, the Nirayu Preference Shares to be issued pursuant to the Scheme are not proposed to be listed on any Stock Exchange.

(b) Coupon

Nirayu Preference Shares shall subject to the provisions of the Articles of Association of Nirayu, the Second Transferee Company and the Act confer the holders thereof a right to fixed preferential dividend of 7% per annum on issue price of Rs. 3,150/- per share each, in priority to the equity shares. Dividend shall be payable annually by Nirayu, the Second Transferee Company.

(c) Voting Rights

The holder of Nirayu Preference Shares shall have the right to vote in general meeting of Shreno, the First Transferee Company in accordance with Section 47 (2) of the Companies Act 2013.

(d) Redemption

Each Nirayu Preference Shares shall be redeemable at a premium of Rs. 3,050/- per share i.e. Rs. 3,150/- per share, redeemed in one or more tranche anytime on or before the expiry of 5 years from the date of allotment.

Provided that the Nirayu Preference shares held by the Small Shareholders shall be redeemed any time, at the discretion of Nirayu, the Second Transferee Company, on or before the expiry of 2 years from the date of allotment.

Provided that non-promoter public shareholders shall be given first preference in redemption of Nirayu Preference Shares.

Provided further that, in case Nirayu Preference Shares are not redeemed by Nirayu, the Second Transferee Company within the aforesaid period of 2 or 5 years, as the case may be, the promoters of Nirayu, the Second Transferee Company, shall purchase such shares from the non-promoter public shareholders at a price equivalent to the redemption price of Rs. 3,150/- per share and arrears of dividend accumulated over the tenure, if any.

(e) Winding-up

In the event of winding up of Nirayu, the Second Transferee Company, the holders of Nirayu Preference Shares shall have a right to receive the issue price, i.e. Rs. 3,150/- per share and arrears of dividend, whether declared or not, up to the commencement of winding up, in priority to any paid-up capital on the equity shares out of the surplus but shall not have any further rights to participate in the profits of the assets of Nirayu, the Second Transferee Company.

**Annexure 3: Objects Clause of the Second Demerged Company pertaining to the Demerged Undertaking 2:**

In Clause III (A) of the existing Memorandum of Association of the Company, after sub-clause 1, the following clauses shall be inserted as clause 1A, 1B & 1C respectively:

- 1A. To carry on the business as Mechanical Engineers, Electrical Engineers, Chemical Engineers, General Engineers and Contractors, to take up various types of Engineering works and to deal in all kinds of Engineering products as well as to establish workshops and to undertake and carry on work of design, patterns, castings, moulds and moulds equipments, fabrication and manufacture of equipments and to work as die makers.
- 1B. To fabricate and manufacture equipments and machinery for various industries such as pharmaceutical, heavy chemicals, glass manufacturing and petrochemical industries, other machinery, tool makers, brass founders, metal workers, boiler-makers, iron and steel converters, etc.
- 1C. To buy, sell, manufacture, repair, convert, alter, let on hire and deal in all kinds of plants, conveyor plants, mechanical handling equipments, automation equipments, factory auxillary equipments, precision instruments, machinery appliances, machine tools, apparatus, accessories, machine appliances, machine parts, electroplated goods and in machinery, components parts. Accessories and fittings of all kinds and all articles and things used in or capable of being used, in connection with the manufacture, maintenance and working thereof, implements, rolling stock and hardware of all kinds.

**Annexure 4: Details of the land parcel on which the demerged residential real estate project is situated:**

All that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chhani, Taluka: Chhani, District: Vadodara, bearing Survey No. 256/2, part admeasuring approx. 4,500 square meters comprised in Town Planning Scheme No. 13 by Final Plot No. 78, Plot no-2, Vadodara, 390024 the said land is bounded as follows:-

- On or towards East by : 40.mt wide Ahmedabad-Vadodara Main Road.
- On or towards West by : F.P. No 78 Plot no-1
- On or towards North by : 18.mt T.P.Road
- On or towards South by : F.P. No. 78 Plot no-1

In view of Paragraph 20 of the final order dated 26<sup>th</sup> July, 2019, passed by the Hon’ble National Company Law Tribunal, Bench at Ahmedabad in C.P. (CAA) No. 47/NCLT/AHM/2019, the Scheme of Arrangement is hereby authenticated.

**Sd/-**  
Registrar

This 6<sup>th</sup> day of August, 2019