



**MEMORANDUM OF ASSOCIATION**  
**&**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**BAYER CROPSCIENCE LIMITED**

No.11- 11173.

FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME  
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,  
MUMBAI.

In the matter of **Bayer (India) Limited**

I hereby approve and signify in Writing under Section 21  
of the Companies Act, 1956 (Act of 1956) read with the  
Government of India, Department of Company Affairs,  
Notification No.G.S.R. 507E dated the 24th June 1985 the  
change of name of the company :

from **Bayer (India) Limited**  
to **Bayer CropScience Limited**  
and I hereby certify that  
**Bayer (India) Limited**

Which was originally incorporated on **NINETH**  
day of **SEPTEMBER/1958** under the Companies Act, I of 1956  
under the name

**BAYER-AGROCHEM PRIVATE LIMITED**

having duly passed necessary resolution in terms of section  
21 / / / / of the Companies Act, 1956 the name of the  
said company is this day changed to **Bayer CropScience Limited**  
and this certificate is issued  
pursuant to Section 23(1) of the said Act.

Given under my hand at MUMBAI this **FIFTH**

day of **ADITI** Two Thousand **FOUR.**



  
(M.V. CHAKRANARAYAN)

DEPUTY REGISTRAR OF COMPANIES  
MAHARASHTRA MUMBAI.



No. 11173.

CERTIFICATE OF CHANGE OF NAME

In the OFFICE of the REGISTRAR OF COMPANIES UNDER THE COMPANIES ACT, 1956

RECEIVED

IN THE MATTER OF BAYER - AGROCHEM LIMITED.

BOMBAY.

I do hereby certify that pursuant to the provisions of section 23 of Companies Act, 1956 and under order of the Central Government, Conveyed by the Ministry of Finance & I Department of Company Law Administration. The Regional Director, dated the 17th May, 1963 (Western Region, by his letter (No. RD:D: 9(16)-63-change.

to the address of M/s. Bayer-Agrochem Limited, Mehta Chambers, 13, Mathew Rd., Bombay -4.

the name of 'Bayer- Agrochem Limited'

has this day been changed to "Bayer (India) Limited".

and that the said Company has been duly incorporated as a Company under the provision of the said Act.

Dated this TWENTYFIRST day of MAY one thousand nine hundred and SIXTY THREE. (31st Vaisakha, 1885).

(Daulat Ram) Asstt. Registrar of Companies, Maharashtra.

J. S. C.-7. UB 1117-1018 JSC-12407-(C-1063)-26-9-57-5,000.



Form I.R.

CERTIFICATE OF INCORPORATION

No. 11173 of 1958-59

*[Signature]*  
Asstt. Registrar of Companies  
Maharashtra, Bombay.

I hereby certify that BAYER-AGROCHEM ~~PRIVATE~~ *7/4/59*  
LIMITED \* \* \* \* \*  
\* \* \* \* \*

Is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956)  
and that the Company is Limited.

Given under my hand at BOMBAY  
this NINTH day of SEPTEMBER  
One thousand nine hundred and FIFTY-EIGHT,  
(18th Bhadra, 1880)

*[Signature]*  
(S. VENKATARAMAN)  
Registrar of Companies.  
BOMBAY.



**GOVERNMENT OF INDIA**

**MINISTRY OF COMPANY AFFAIRS**

Maharashtra, Mumbai

Everest , 100, Marine Road, Mumbai - 400002, Maharashtra, INDIA

Corporate Identity Number : L24210MH1958PLC011173

**SECTION 18(1)(A) OF THE COMPANIES ACT, 1956**

**Certificate of Registration of the Special Resolution Confirming Alteration  
of Object Clause(s)**

The share holders of M/s BAYER CROPSCIENCE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 12/09/2006 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this EIGHTEENTH day of SEPTEMBER TWO THOUSAND SIX.

(MILIND VITTHALRAO CHAKRANARAYAN)

**Registrar of Companies**  
Maharashtra, Mumbai

**THE COMPANIES ACT, 1956**

**MEMORANDUM OF ASSOCIATION**

**OF**

**BAYER CROPSCIENCE LIMITED**

- |   |                               |
|---|-------------------------------|
| <p>I. The name of the Company is Bayer CropScience Limited</p>  | <p>Name</p>                   |
| <p>II. The registered office of the company will be situated in the State of Bombay</p>   | <p>Registered Office</p>      |
| <p>III. The objects for which the Company is established are:</p> <p>(1) To carry on business in India as manufacturers, producers, processors and refiners of insecticides, fungicides, weedicides, rodenticides and other chemicals for plant protection purposes, domestic insecticides, disinfectants, fumigants, public health products and chemicals, chemical products and preparations of all kinds, and natural and chemical fertilizers of every kind and other articles, compounds, ingredients and products or other things of any description whether analogous to the forgoing or not;</p> <p>(2) To carry on business in India as importers and dealers in, wholesale or retail and to distribute insecticides, fungicides, weedicides, rodenticides and other chemicals for plant protection purposes, domestic insecticides, disinfectant, fumigants, public health products and chemicals, chemical products and preparations of all kinds and natural and chemical fertilizers of every kind and all other articles, compounds, ingredients and products or other things of any description as aforesaid;</p> <p>(3) To buy, sell and deal in all kinds of machinery, plant and apparatus, utensils, articles, substances and things commonly used or capable of being used for the purpose of or in connection with plant protection and application of insecticides, fungicides, weedicides, rodenticides and other chemicals for plant protection purposes, domestic insecticides, disinfectants, fumigants, public health products and chemicals; chemical products and preparations of all kinds and to undertake the disinfestation of growing crops and fumigation on contract or otherwise;</p> <p>(a) To manufacture and market dyestuffs, organic and inorganic chemicals of all types and descriptions including without limiting the scope of the activities of the Company thereto plastics</p> | <p>Objects of the Company</p> |

pharmaceuticals, rubber auxiliaries, agricultural chemicals, synthetics, tanning agents, synthetic fibers, petrochemicals, textiles, auxiliaries, cellulose, products, photographic products and other products of all kinds and also to undertake any other transactions connected therewith;

- (b) To carry on all or any of the businesses of chemists, druggists, chemical manufacturers, dealers, drysalterers, importers and manufacturers of and dealers in pharmaceuticals, medicinal, chemical, industrial and other preparations;
  - (c) To manufacture, buy, sell and deal in mineral waters, wines, cordials, liquors, soups, broths and other restoratives or food, specially suitable or deemed to be suitable for invalids and convalescents;
  - (d) To buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealings with the Company in the course of business aforesaid either by wholesale or retail;
- (4) To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously and conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
- (5) To enter into any contract or arrangement with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, perform and comply with any such contract, arrangement, rights, privileges and concessions.
- (6) To apply for purchase or otherwise acquire any interest in any recipes, patents, trade marks, licenses, concessions or the like conferring exclusive or non-exclusive or limited right to use the same or any secret or information as to any invention in relation to the processing, manufacture, treatment, storage, application and use of insecticides, fungicides, weedicides, rodenticides and other chemicals for plant protection purposes, domestic insecticides, disinfectants, fumigants, public health products and chemicals, chemical products and preparation of all kinds and natural and chemical fertilizers of every

kind and of any materials or compounds or of any machinery, plant, apparatus, utensil or thing used in such processing, manufacture, treatment, storage and use or generally any inventions which may seem capable of being used for purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licenses in respect thereof or otherwise turn to account the properties, rights and information so acquired;

- (7) To acquire, buy, purchase, lease or otherwise acquire, hold, sell, exchange, grant, dispose of and deal in lands, buildings, offices, shops, warehouses, laboratories, garages and premises of every description, mortgages, charges, grants, concessions, leases, contracts, policies, book debts and claims and any interest in any movable or immovable property and any claims against such property;
- (8) To construct, maintain, improve, develop, work, manage, carry out or control, any offices, buildings, warehouses, factories, laboratories, garages, shops, stores and erections of every description and any roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves and other works and conveniences which the Company may think directly or indirectly conducive to the objects or interests of the Company and to contribute or otherwise assist or take part in the construction, improvement, maintenance, working, management, or development or carrying out of control thereof;
- (9) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined and particularly by way of advance or deposit with or without interest to or with any Bank, corporation, person or persons and to or make, draw, accept, endorse, negotiate, buy, sell discount and otherwise deal in bills, notes, warrants, coupons and other negotiable and transferable instruments, securities or documents, whether of Government or any public body, corporation or private persons or persons;
- (10) To lend money either with or without security and generally to such persons on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contracts by any such persons provided that the Company shall not carry on the business of banking as defined by the Banking Companies Act, 1949;
- (11) To borrow or raise money, or to receive money on deposit whether as security for the performance of any contract or service with or to the Company or otherwise and whether at interest or otherwise in such manner as the Company may think fit and on the security of any such



money so borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders the powers of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities; provided that the Company shall not accept any deposits for the purpose of lending and investment;

- (12) To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities, of any person, firm or company carrying on business which this Company is authorized to carry on or possessed of property or rights suitable for any of the purposes of the Company and purchase, acquire, sell and deal in property, shares, debentures of any such person, firm or company and to conduct, make or carry into effect any arrangements in regard to the winding up of the business of any such person, firm or company;
- (13) To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interests, co-operation, joint venture, reciprocal concessions or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in or to enter into and conduct any business agreement, undertaking or transaction with any Government, person, firm or corporation which may be advisable or seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to lend money, to guarantee the contracts of or otherwise assist any such person, firm or company and to place, take or otherwise acquire and hold shares or securities of any such person, firm or company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same;
- (14) To promote and form and to be interested in and take hold and dispose of shares in other companies for all or any of the objects mentioned in this Memorandum and to subsidise or otherwise assist any such company;
- (15) To assist any company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of capital, shares or other securities and to take, hold and deal in shares and securities of any company. notwithstanding there may be any liabilities thereon.
- (16) To pay for any properties rights or privileges acquired by this Company either in shares of this company or partly in shares and partly in cash

or otherwise and to give shares of this Company in exchange for shares of any other company.

- (17) To sell, lease, mortgage, surrender, abandon and in any other manner deal with or dispose off the undertaking or property of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures and other securities of any other company having objects altogether or in part similar to those of the Company.
- (18) To sell the undertaking and all or any of the property of the Company for cash or for stock, shares or securities of any other company or for other consideration.
- (19) To subscribe to or otherwise aid benevolent, charitable, national or other institutions or objects of a public character or which have any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.
- (20) To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other Special fund whether for depreciation or for repairing, improving, extending or maintaining the business or any of the property of the Company or for any other purpose conducive to the interests of the Company.
- (21) To provide for the welfare of any employees or employee of the Company and wives, widows and families or the dependents or connections of such persons by grants of money, pensions, allowances, bonus or other payments; or by creating and from time to time subscribing to provident institutions or associations, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and otherwise to assist or guarantee money to any charitable or benevolent institution or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of utility to the Company or its employees;
- (22) To place to reserve or to distribute as dividend or bonus among the members, or otherwise to apply as the Company may from time to time think fit, any moneys received by way of premium on shares issued at a premium by the Company and moneys received in respect of, dividends accrued on forfeited share or from unclaimed dividends;
- (23) To distribute any of the property of the Company amongst the members in specie or kind;

- (24) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, posters, by purchase and exhibition or works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations (including donations to any fund for charitable or public purpose);
- (25) To undertake and execute any trust the undertaking whereof may seem desirable either gratuitously or otherwise and to transact and carry on all kinds of agency business.
- (26) To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them in any part of India or elsewhere and as Principals, Agents, Contractors, Trustees or otherwise and either alone or in conjunction with others and so that the word "Company" in this Memorandum when applied otherwise than to this Company shall be deemed to include any authority, partnership or other body of persons, whether incorporated or not incorporated and domiciled in India or elsewhere and the intention is that the objects set forth in each of the several paragraphs of this Clause shall have the widest possible construction and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraphs of this clause or the name of the Company and that the doctrine of ejusdem generis shall not apply;
- (27) To undertake, carry out, promote or sponsor any programme of rural health or development, including any programme for mass immunization or for promoting the health, social and economic welfare or the uplift of the public in any rural or other areas, to assist in the execution and promotion of any such programmes, either directly or through the agency of any person or persons or in any other manner and to incur expenditure on any such programme of rural health or development with power to the Directors to transfer, with or without consideration or divest the ownership of any property of the Company to or in favour of any person or persons including any public or local body or authority, Central or State Government, any public institution or any trust or fund as the Directors may, in their sole and absolute discretion, decide;
- (28) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging social and moral responsibility of the Company to the public or any section of the public as also any activity which is likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as may be thought fit and without prejudice to the generality of the foregoing,

undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers etc. or for organising lectures or seminar likely to advance these objects or for giving merit awards, scholarships, loans or any other assistance to deserving students or other scholars persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, fund, trust etc having any one of the aforesaid objects as one of the objects, by giving donations or otherwise in any other manner, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Governments or any public institutions or Trusts or Funds

- (29) To breed, develop, grow, raise, plant, cultivate, manufacture, produce, process, harvest, convert, pack, buy, sell, trade, stock, export, import and deal in all kinds of seeds, including hybrids and high yielding varieties, traits, seed extracts or derivatives from seed, grains, crop development, regulator and protection products, planting and farming materials, agricultural products, commodities, establish, develop maintain and aid in the establishment, development and maintenance of breeding and product development stations, seed production farms, green houses, growing rooms, climate chambers, nurseries, farms, stores, including cold stores, outlets, shops, training centers, guidance centers, information centers for all kinds of seeds, planting material, agricultural products, produce and processes, processing facilities including dressing with seed, warehousing and distribution centers, quality control facilities, laboratories including facilities for marker assisted breeding and genetic modification of germplasm using biotechnology or other technology, gene expression, research stations, programmes for improvement of foundation stock of seeds, purchase, import, lease, repair, alter any plant, machinery, equipment, implements, tools and accessories;\*
- (30) To carry on business in India as manufacturer, producer, seller, wholesaler, retailer, service provider, exporter, dealer and to undertake, execute and get executed any contracts or works involving supply or use of any materials, machinery, technology, skilled or unskilled labour or efficient use of the Company's assets, property, personnel and to carry on research and development.\*

IV The liability of the members is limited.

Limited  
Liability

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*\*Clauses 29 & 30 inserted vide Special Resolution, as set out in the Notice dated 24<sup>th</sup> July, 2006, passed by the members of the Company by Postal Ballot, the results of which were declared on 12<sup>th</sup> September, 2006.*

- V The Authorised Share Capital of the Company is INR. 66,30,00,000 Share Capital (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of INR.10/- (Rupee Ten Only) each.

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:

<b>Names of the Addresses and Number of shares Witness</b>	<b>Names of the Addresses and Number of shares Witness</b>	<b>Names of the Addresses and Number of shares Witness</b>	<b>Names of the Addresses and Number of shares Witness</b>
Bhupatirai Maganlal Ghia	28, Apollo Street, Fort, Bombay Business Sd/- B. M. Ghia	One  Ordinary	Vasantlal C. Clerk Accountant  28, Apollo Street, Fort, Bombay
Rusi Hormusji Patel	28, Apollo Street, Fort, Bombay Business Sd/- R. H. Patel	One  Ordinary	Ganesh G. Paranjpe  28, Apollo Street, Fort, Bombay

Dated this 7<sup>th</sup> day of July, 1958

*\*\* The Authorised Capital of the Company was increased from Rs.10,00,000/- (Rupees Ten Lakhs only) divided into 10,000 (Ten Thousand) Equity Shares of Rs.100/- each to Rs.3,00,00,000 (Rupees Three Crores only) divided into 3,00,000 (Three Lakhs) Equity Shares of Rs. 100/- each vide resolution passed at the Extraordinary General Meeting held on May 14, 1964.*

*The Authorised Capital of the Company was increased from Rs.3,00,00,000 (Rupees Three Crores only) divided into 3,00,000 (Three Lakhs) Equity Shares of Rs.100/- each to Rs.5,00,00,000 (Rupees Five Crores only) divided into 5,00,000 (Five Lakhs) Equity Shares of Rs. 100/- each vide resolution passed at the Annual General Meeting held on May 10, 1972.*

*The Authorised Capital of the Company was increased from Rs. 5,00,00,000 (Rupees Five Crores only) divided into 5,00,000 (Three Lakh) Equity Shares of Rs. 100/- each to Rs.8,00,00,000 (Rupees Eight Crores only) divided into 8,00,000 (Eight Lakhs) Equity Shares of Rs. 100/- each vide resolution passed at the Annual General Meeting held on May 12, 1976.*

*The Authorised Capital of the Company was increased from Rs.8,00,00,000 (Rupees Eight Crores only) divided into 8,00,000 (Three Lakh) Equity Shares of Rs. 100/- each to Rs.8,50,00,000 (Rupees Eight Crores Fifty Lakhs only) divided into 8,50,000 (Eight Lakhs Fifty Thousand) Equity Shares of Rs.100/- each vide resolution passed at the Annual General Meeting held on May 11, 1978.*

*The Authorised Capital of the Company was increased from Rs.8,50,00,000 (Rupees Eight Crore Fifty Lakhs only) divided into 8,50,000 (Eight lakhs Fifty Thousand) Equity Shares of Rs. 100/- each to Rs.16,30,00,000 (Rupees Sixteen Crores Thirty Lakhs only) divided into 16,30,000 (Sixteen Lakhs Thirty Thousand) Equity Shares of Rs.100/- each vide resolution passed at the Annual General Meeting held on May 20, 1987.*

*The Equity Share Capital of the Company was sub-divided from a face value of Rs.100/- each to a face value of Rs. 10/- each and the Authorised Capital of the Company was increased from Rs.16,30,00,000/- to Rs. 46,30,00,000/- by a Special Resolution passed by the members at the Court Convened General Meeting of the Company held on August 5, 2003 and pursuant to the Scheme of Arrangement between Bayer CropScience India Limited and the Company, as approved by the Honorable Bombay High Court on October 7, 2003.*

*Pursuant to the National Company Law Tribunal Order dated September 13, 2019 on the Scheme of Amalgamation of Monsanto India Limited with Bayer CropScience Limited and their respective shareholders, the Authorised Share Capital of the Company was increased from Rs. 46,30,00,000/- of a face value of Rs. 10/- each to Rs. 66,30,00,000 (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of face value of Rs.10/- each.*

# ARTICLES OF ASSOCIATION

## I N D E X

ARTICLE TITLE	ARTICLE NO.	PAGE NOS.
Table 'F' not to apply	1	1
Interpretation	2	1-5
Name Agreement	3	5-6
Capital and Increase, Reduction and Alteration of Capital	4-23	6-11
Certificates	24-29	12-14
Dematerialisation of Securities	30-31	15
Option to receive security certificates or hold securities with Depository	32	15-16
Underwriting and Brokerage	33	16
Calls	34-44	16-19
Forfeiture, surrender, lien	45-60	19-22
Transfer and Transmission of Shares	61-80	22-27
Modification of rights	81	27-28
Joint Holders	82	28-29
Declaration by person not holding beneficial interest in any share	83	29
Copies of Memorandum and Articles to be sent to Members	84	30
Conversion of Shares into Stock and Reconversion	85-88	30
Borrowing Powers	89-96	30-32
Debentures	97	32
Registration of Charges	98	33
General Meetings	99-113	33-37
Proceedings at General Meeting	114-132	37-42
Votes of Members	133-146	43-45
Directors	147-163	45-52

<b>ARTICLE TITLE</b>	<b>ARTICLE NO.</b>	<b>PAGE NOS.</b>
Retirement and Rotation of Directors	164-176	52-57
Meeting of Directors	177-193	57-63
Managing Director or Managing Directors or Whole time Director or Whole time Directors	194-201	63-65
Key Managerial Personnel	202-205	65-66
Secretary	206	66-67
Registers, Books and Documents	207	68
The Seal	208-209	69
Dividends	210-221	69-71
Reserves and Capitalisation	222-224	71-73
Accounts	224-229	73-74
Annual Return	230-233	74-75
Documents and service of Documents	234-241	75-76
Authentication of Documents	242	76-77
Winding up	243-245	77-78
Secrecy Clause	246	78
Indemnity and Responsibility	247-250	78-80

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Secretary	206	66-67
Registers, Books and Documents	207	68
The Seal	208-209	69
Dividends	210-221	69-71
Reserves and Capitalisation	222-224	71-73
Accounts	224-229	73-74
Annual Return	230-233	74-75
Documents and service of Documents	234-241	75-76
Authentication of Documents	242	76-77
Winding up	243-245	77-78
Secrecy Clause	246	78
Indemnity and Responsibility	247-250	78-80



These Articles of Association are adopted by passing a Special Resolution at the Annual General Meeting of the Company held on September 12, 2016

**THE COMPANIES ACT,  
2013**

**COMPANY LIMITED  
BY SHARES**

**ARTICLES OF  
ASSOCIATION OF**

**BAYER  
CROPSCIENCE  
LIMITED**

**PRELIMINARY**

1. (1) The regulations contained in the Table marked 'F' in 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 Table F not to apply
- (2) 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. Company to be governed by these Articles

**INTERPRETATION**

2. In the interpretation of these Articles, the following words and expression shall have the following meanings, unless repugnant to the subject or context: Interpretation Clause
- "The Act" or "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable "The Act or the Said Act"
- "The Board" or "The Board of Directors" means a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a Circular Resolution in accordance with these Articles. "The Board " or "The Board of Directors"

"The Company"	"The Company" or "this Company" means Bayer CropScience Limited.
"Alter" and "Alteration"	"Alter" and "Alteration" shall include the making of additions, omissions, insertion, deletion and substitutions.
"Auditors"	"Auditors" means and includes those persons appointed as such for the time being by the Company.
"Beneficial Owner"	"Beneficial Owner" means a person whose name is recorded as such with a depository.
"Body Corporate" or "Corporation"	<p>"Body Corporate" or "Corporation" includes a company incorporated outside India but does not include:</p> <p>a) a corporation sole,</p> <p>b) a co-operative society registered under any law relating to co-operative societies, and</p> <p>c) any other Body Corporate (not being a company as defined in the Act) which the Central Government may, by a notification in the Official Gazette specify in this behalf.</p>
"Books and Record"	"Books and Record" includes the records maintained in the form as may be determined by Regulations; whether in physical or electronic forms.
"Bye-Laws"	"Bye-Laws" means bye-laws made by a depository under Section 26 of the Depositories Act, 1996.
"Capital"	"Capital" means the share capital for the time being, raised or authorized to be raised, for the purpose of the Company.
"CSR" and "CSR Policy"	"CSR" means Corporate Social Responsibility and "CSR Policy" means the policy adopted by the Company pursuant to Section 135 of the Act and Rules made thereunder;
"Depository"	"Depository" means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996
"Depositories Act"	"Depositories Act" means the Depositories Act, 1996, including any statutory modification or re-enactment thereof for the time being in force.
"Debenture"	"Debenture" shall have the same meaning as given under Section 2(30) of the Act;
"Directors"	"Directors" means the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board.
"Dividend"	"Dividend" includes bonus.

“Document” includes summons, notice, requisition, order, other legal process and registers, whether issued, sent or kept in pursuance of this or any other Act or otherwise.	“Document”
“Financial Statements” shall have the same meaning as prescribed under the Act.	“Financial Statements”
Words importing the masculine gender also include the feminine gender.	“Gender”
“In Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.	“In Writing” and “Written”
“Legal Representative” means a person who in law represents the estate of a deceased Member	“Legal Representative”
“Listing Regulations” means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any statutory modification or re-enactment thereof for the time being in force.	“Listing Regulations”
“Member” means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum and Articles of Association of the Company and Person(s) whose name(s) is/are entered as beneficial owner in the records of the Depository.	“Member”
“Meeting” or “General Meeting” means a meeting of members.	“Meeting” or “General Meeting”
“Annual General meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act.	“Annual General meeting”
“Extra Ordinary General meeting” means an Extra Ordinary General meeting of the member duly called and constituted and any adjournment thereof.	“Extra Ordinary General meeting”
“Month” means a period of thirty days and a “Calendar month” means an English Calendar Month.	“Month” and “Calendar month”
“Independent Directors” shall have the meaning assigned thereto by Section 149 (6) of the Act and Regulation 16 (1) (b) of the Listing Regulations.	“Independent Director”
“Office” means the registered office for the time being of the Company.	“Office”
“Ordinary Resolution” and “Special Resolution” shall have the meaning assigned thereto by Section 114 of the Act.	“Ordinary Resolution” & “Special Resolution”

“Paid Up capital”	“Paid Up capital” means such aggregate amount of money credited as paid up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called.
“Person”	“Person” includes an individual, an association of persons or body of individuals, whether incorporated or not, and a firm.
“Register of Members”	“Register of Members” means the Register of Members to be kept in pursuant to the provisions of the Act.
“Register and Index of beneficial owners”	“Register and Index of beneficial owners” maintained by a depository under Section 11 of the Depositories Act shall be deemed to be the Register and Index of Members for the purposes of the Act and these Articles.
“Registrar”	“The Registrar” means the Registrar of Companies of the state in which the registered office of the Company is for the time being situated.
“Related Party”	“Related Party” shall have the meaning assigned thereto by Section 2 (76) of the Act and Regulation 2 (1) (zb) of the Listing Regulations.
“Relative”	“Relative” shall have the same meaning as prescribed under the Act and the Listing Regulations.
“These Presents” or “Regulations” or “Articles” or “Articles of Association”	“These Presents” or “Regulations” means these Article of Association as originally framed or altered from time to time and includes the Memorandum where the context so requires.
“Seal”	“Seal” means the Common Seal for the time being of the Company.
“SEBI”	“SEBI” means the Securities and Exchange Board of India.
“Secretary”	“Secretary” means a Company Secretary as defined in clause (c) of Sub Section (1) of Section 2 of the Companies Secretaries Act, 1980 who is appointed by the Company to perform the functions of a Company Secretary under the Act.
“Security”	“Security” means share, debentures and such other security as may be specified by the SEBI from time to time.

“Share” means share in the share capital of the Company and includes stock. “Share”

Words imparting the singular number include the plural number. “Singular Number”

“Year” means the “Calendar year” and “Financial year” shall have the meaning assigned thereto by Section 2(41) of the Act. “Year” and “Financial year”

Subject aforesaid, any words and expressions defined in the said Act as modified up to the date on which these Articles become binding on the Company shall, except where the subject or context otherwise requires, bear the same meanings in these Articles. “Expressions defined in the Act to bear the same meaning in the Articles.”

The Marginal notes hereto shall not affect the construction hereof. “Marginal notes”

3. The Company has entered into an agreement dated the 21<sup>st</sup> day of January, 1976 with Bayer Aktiengesellschaft, a corporation organized and existing under the laws of the Federal Republic of Germany and having its Principal Office at Leverkusen, West Germany, (hereinafter referred to as “Bayer AG”) and its successors and assigns and it, inter alia, provides that the agreement shall be terminated upon the happening of any of the events referred to therein and Bayer AG giving a notice in writing to that effect to the Company or upon Bayer AG giving six months’ notice in writing in that behalf. Name Agreement
- Forthwith upon the termination of the Agreement, the Company shall :
- a. Discontinue the use of the name “BAYER” and/or the name and device ‘BAYER CROSS” (being the name “BAYER” written in a cruciform within a circle) in any form or manner as a part of its corporate name, business name, trading style or trade name and change its corporate name, business name trading style or trade name in such manner as to delete there from the name “BAYER” and/or the name and device “BAYER-CROSS” or the letters “BAY”.
  - b. Forthwith take all such steps as may be necessary or desirable for the purpose of changing the name and trading style as aforesaid and discontinuing the use of the word “BAYER” and/or the name and device “BAYER-CROSS” or the letter “BAY” as a part of its corporate name, business name, trading style or trade name and further that any new corporate name, business name, trade mark, trade name or trading style which the Company may adopt shall not consist of any word name, expression or device similar in sound and appearance to the name “BAYER” and/or the name

- and device "BAYER-CROSS" or the letters "BAY".
- c. Forthwith take all such steps as may be necessary or desirable to have the necessary change in the corporate name, business name, trade name, trading style and the like, published in newspapers, the Official Gazettes and Trade Journals and the like circulating in India.

## CAPITAL AND INCREASE, REDUCTION AND ALTERATION OF CAPITAL

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|---|--|
| *Authorized Share Capital   | 4. The Authorized Share Capital of the Company is INR 66,30,00,000 (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of INR 10/- (Rupee Ten Only) each.   |
| Power to increase or reduce Capital and divide the shares in the Capital. | 5. The Company has power from time to time to increase or reduce its Capital and to divide the shares in the Capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege, conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions for the time being in force in that behalf.  |
| Increase of Capital   | 6. The Company may from time to time by ordinary resolution in General Meetings increase its share capital by the creation and issue of new shares either by fresh issue of Equity Shares or increase in terms of / by conversion or otherwise of any instruments including warrants, convertible Debentures issued or to be issued in such manner, and of such amount as it thinks expedient. Subject to the provision of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as by the General Meeting creating the same shall direct and if no direction be given, as the Directors shall determine. Such shares may be issued with a preferential or qualified right as to dividends, and in the distribution of assets of the Company, and with a right of voting at General Meetings of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act. |

*\*Pursuant to the National Company Law Tribunal Order dated September 13, 2019 on the Scheme of Amalgamation of Monsanto India Limited with Bayer CropScience Limited and their respective shareholders, the Authorised Share Capital of the Company was increased from Rs. 46,30,00,000/- of a face value of Rs. 10/- each to Rs. 66,30,00,000 (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of face value of Rs. 10/- each.*

7. (i) Increase the subscribed capital of the Company by allotment of further shares, then such further shares shall be offered to the persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion as nearly as circumstances admit, to the capital paid up on these shares at that date, and such offer shall be made in accordance with the provisions of Section 62 of the Act. Provided that notwithstanding anything hereinbefore contained the further shares aforesaid may be offered to any persons, whether or not those persons include the persons who, at the date of offer, are holders of the equity shares of the Company in any manner whatsoever, if a special resolution to that effect is passed by the Company in General Meetings.

Right of Equity Shareholders to further issue of Capital

(ii) Subject to the provisions of Section 62 and pursuant to the approval of the shareholders granted by way of a special resolution, the Company may issue Warrants or other instruments which may entitle the holders thereof to subscribe to Equity Shares and Convertible Debentures on such terms and conditions as the Board may think fit.

(iii) Nothing in this Article shall apply to the increase of the subscribed capital caused by the exercise of an option attached to debentures issued or loans raised by the Company to convert such debentures or loan into shares in the Company or to subscribe for shares in the Company (whether such option is conferred by Articles or otherwise) provided that the terms of the issue of such debentures or of such loans include a term providing for such option and such terms have been approved by a Special Resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans as the case may be.

8. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provision herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, voting or otherwise.

Further issue of Capital to be governed by same rules.

a) The Company shall not issue any preference shares which are irredeemable.

b) The Company may issue preference shares which are liable to be redeemed within a period not exceeding twenty years from the date of their issue subject to following conditions:

i) the issue of such shares has been authorized by passing a special resolution in the general meeting of the Company;

ii) the Company at the time of such issue of preference shares has no subsisting default in the redemption of preference shares or in payment of dividend due on any preference shares.

Provided further that:

i) No such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of redemption.

ii) No such shares shall be redeemed unless they are fully paid.

iii) The premium if any, payable on redemption must have been provided for out of the profits of the Company or the Company's share Premium Account before the shares are redeemed.

iv) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall out of profits which would otherwise have been available for dividend be transferred to a reserve fund, to be called the 'Capital Redemption Reserve Account' a sum equal to the nominal amount of the shares to be redeemed and the provisions of the Act relating to the reduction of the Share Capital of the Company shall, except as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were the paid up share capital of the Company.

Reduction of  
Capital

9. The Company may, subject to the provisions of the Act, from time to time by special Resolution reduce its share capital and any Capital Redemption Reserve Account or other Premium Account in any way authorized by law and in particular may pay off any paid up share capital upon the footing that it may be called up again or otherwise and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly. This Article is not to derogate from any power the Company would have if it were omitted.

Consolidation,  
division and sub-  
division

10. The Company in General Meeting, may alter the conditions of its Memorandum as follows:

a) consolidate and divide all or any of the share



capital into shares of larger amount than its existing shares.

b) sub-divide its shares or any of them into shares of smaller amounts than originally fixed by the Memorandum, so however, that in the sub-division the proportion between the amount paid and the amounts, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share Capital by the amount of the shares so cancelled.

11. Subject to the provisions of the Act, the shares in the Capital of the Company for the time being (including any share forming part of any increased capital of the Company) shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such person in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and proper, and with full power to give to any person the option to be allotted shares of the Company either at par or at a premium, such option being exercisable at such time and for such consideration as the Directors think fit. Provided that the option or right to call on shares shall not be given to any person or persons without the sanction of the Company in Board meeting.

Shares under the control of Directors

12. Subject to Section 42 and 62 of the Act, the Company in general meeting may, by special resolution, determine to issue further shares out of the authorized but unissued capital of the Company and may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par, as such general meeting shall determine and with full power to give any person (whether a member or holder of debentures of the Company or not) option to be allotted shares of any class of the Company either at a premium or at par. Such option is exercisable at such general meeting of the Company and the Company may make any other provisions whatsoever for the issue, allotment or disposal of any shares, subject to any direction given by the general meeting as aforesaid.

Power of the Company to offer shares to such persons as the Company may resolve in a General Meeting.

- Directors may allot shares as fully paid up
13. Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company in payment or part payment for any part payment for any property or assets of any kind whatsoever (including the goodwill of any business) sold or transferred or goods or machinery or know-how supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be 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 aforesaid. The Directors shall cause returns to be filed of any such allotment as provided by Section 39 of the Act.
- Unclassified shares
14. Any unclassified shares of the Company for the time being (whether forming part of the original capital or of any increased capital of the Company), may be issued either with the sanction of the Company in General Meeting or by the Board, with such rights and privileges annexed thereto and upon such terms and conditions as the General Meeting sanctioning the issue of such shares may direct, and if no such direction shall be given and in all other cases as the Directors shall determine and in particular, such shares may be issued with a preferential or qualified right to dividends and in distribution of assets of the company and an preference shares may be issued on the terms that they are or at the option of the Company are liable to redeemed.
- Equity Shares with Differential Rights
15. Subject to the provisions of Section 43 of the Act and applicable rules, guidelines and regulations, the Company shall have the power to issue equity shares with differential right as to dividend, voting or otherwise.
- Acceptance of Shares
16. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is entered on the Register of Members shall for the purpose of these articles be a member.
- Company not bound to recognize any interests in shares other than that of the registered holder
17. Except when required by law and in particular by Section 89 of the Act, or ordered by a Court of competent jurisdiction, the Company shall not be bound to recognize any person 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 Articles or as ordered by a court of competent jurisdiction 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.

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| 18. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any Shares or other securities or whose name appear as the Beneficial Owner of shares or other securities in the records of Depository, as the absolute owner thereof.  | Shareholder  |
| 19. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of call or otherwise in respect of any shares allotted by them shall, immediately on the insertion of the name of the allottee in the Register of Members as the holders of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.       | Deposit and calls etc. to be a debt payable immediately                              |
| 20. If, by the conditions of allotment of any share the whole or part of the amount or issue price thereof, shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.   | Installments on shares to be duly paid   |
| 21. The right conferred upon the holders of 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.   | Issue of further pari passu shares not to affect the rights of shares already issued |
| 22. None of the funds of the Company shall be directly or indirectly applied in the purchase of any shares of the Company and itself not give any financial assistance for or in connection with the purchase of subscription of any shares in the Company or its holding Company, save as provided by Section 67 of the Act.  | Funds of Company shall not be applied in purchase of shares of the Company           |
| 23. Notwithstanding anything contained in the Articles, the Company shall have a power, subject to and in accordance with all applicable provisions of the Act to acquire/purchase/buy back and hold or resell any of its, fully or partly paid Shares on such terms and conditions and upto such limits as may be determined by the Board or prescribed by law from time to time and make a payment out of capital in respect of such acquisition/purchase. | Power to buy back shares, etc  |

## CERTIFICATES

- Share Certificate 24. The certificates of title to the shares shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (i) two Directors duly authorized by the Board of the Company for the purpose or the committee of the Board, if so authorized by the Board (provided that if the composition of the Board permits one of the aforesaid two Directors shall be a person other than the managing or whole-time Director) and (ii) the Secretary or some other person appointed by the Board for the purpose. Particulars of every share certificate issued shall be entered in the Register of Members against the said person to whom it has been issued indicating the date of issue. A Director shall be deemed to have signed the share certificate if his signature is printed thereon as a facsimile signature by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, or digitally signed, but not by means of a rubber stamp, provided that the Director shall be personally responsible for permitting the affixation of his signature thus and the safe custody of such machine equipment or other material used, for the purpose. Provided always that notwithstanding anything contained in this Article, the certificates of title to shares may be executed and issued in accordance with such other provisions of the Act, or the rules made there under, as may in force for the time being and from time to time.
- Member's right to certificates 25. Subject to the compliance of the relevant provisions of the Act and the Companies (Share Capital and Debentures) Rules 2014 every member or allottee of share(s) shall be entitled without payment to receive at least one or more certificate in the marketable lot under the seal of the Company for all the shares of each class or denomination registered in his name in such form as the Directors shall prescribe or approve, specifying the number of share or shares allotted to him and the amount paid thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or of its fractional coupons of requisite values, save in case of issues against letters of acceptance or of renunciation, or in case of issue of bonus shares. Provided that, if the letter of allotment is lost or destroyed, the Board may impose such reasonable terms, if any, as it thinks fit, as to seek supporting evidence and indemnity and the payment of out of pocket expenses incurred by the Company in investigating such evidence, as it may think fit.

26. The Company shall, within two months after the allotment of any of its shares, or within six months after allotment of any of its debentures or within one month from the date of receipt of the instrument of transfer or intimation of transmission of any such shares or debentures, complete and have ready for delivery the certificates of all shares and debentures allotted or transferred, unless the conditions of issue of the shares or debentures otherwise provide and the Company shall otherwise comply with the requirements of Section 56(4) and other applicable provisions (if any) of the Act.

Delivery of certificates

27. (1) No Certificate(s) of any share or shares or debenture or debentures shall be issued either in exchange for those which are subdivided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or rendered useless from any cause whatsoever, or where the cages on the reverse for recording transfers have been fully utilized, unless the certificate in lieu of which they are issued are surrendered to the Company and the Company may charge such fee as the Board thinks fit, not exceeding rupees fifty per certificate.

As to issue of new certificate in place of those defaced, lost or destroyed

(2) No duplicate certificates shall be issued in lieu of those that are lost or destroyed without the prior consent of the Board and without payment of such fees as the Board thinks fit, not exceeding rupees fifty per certificate and on such reasonable terms, if any, as to evidence of such loss or destruction and indemnity and the payment of out of pocket expenses incurred by the Company in investigating evidence as the Board thinks fit.

(3) When a new share certificate has been issued in pursuance of clause (1) of this Article, it shall state on the face of it and be recorded in the Register maintained for the purpose that it is "Issued in lieu of share certificate No. \_\_\_\_\_ sub divided/replaced/on consolidation"

(4) Where a new share certificate has been issued in pursuance of clause (2) of this Article, it shall be stated prominently on the face of it and be recorded in the Register maintained for the purpose, that it is "Duplicate issued in lieu of Share Certificate No. —". The word "Duplicate" shall be stamped or printed prominently on the face of the share certificates. The duplicate share certificates shall be issued within a period of fifteen days, from the date of submission of complete documents with the Company.

(5) Where a new share certificate has been issued in pursuance of clause (i) or clause (ii) of this Article, particulars of every such share certificate shall be

entered in a Register of Renewed and Duplicate Certificate including against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members of suitable cross reference in the "Remarks" column. All entries made in the Register of Renewed and Duplicate Share Certificates shall be authenticated by the Company Secretary or such other person as may be authorised by the Board for the purposes of sealing and signing the share certificate.

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

(7) The following persons shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates, including the blank forms of share certificates referred to in clause (f) of this Article:

a) the committee of the Board, if so authorized by the Board or where the Company has a Company Secretary, the Company Secretary; or

b) where the Company has no Company Secretary, a Director specifically authorised by the Board for such purpose.

(8) All the books referred to in clause (g) of this Article shall be preserved in good order not less than thirty years and in case of disputed cases, shall be preserved permanently and documents

Endorsement of certificate

28. Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by such person for the time being authorized by the Directors in that behalf.

Directors to comply with rule

29. The Board shall comply with requirements prescribed by any rules made pursuant to the said Act relating to the issue and execution of share certificates.

### **DEMATERIALIZATION OF SECURITIES**

30. Notwithstanding anything contained in these Articles and as provided under Section 29 of the Act, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialized form pursuant to Depositories Act, 1996 and the rules framed thereunder. Power to dematerialize securities
31. a) All securities held by a depository shall be dematerialized and shall be in fungible form. Securities in depositories to be in fungible form.
- b) Nothing contained in Section 89 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

### **OPTION TO RECEIVE SECURITY CERTIFICATES OR HOLD SECURITIES WITH DEPOSITORY**

32. i) Every person subscribing to securities offered by the Company shall have the option to receive the Security certificates or hold securities with a depository.
- ii) Where a person opts to hold a Security with a depository, the Company shall intimate such depository the details of allotment of the Security, and on receipt of such information the depository shall enter in its record the name of the allottee as the beneficial owner of that Security.
- iii) Rights of Depositories and Beneficial Owners:*
- a) Notwithstanding anything to the contrary contained in the Articles, a depository shall be deemed to be registered owner for the purposes of effecting transfer of ownership of Security on behalf of a beneficial owner;
- b) Save as otherwise provided in clause (i) above, the depository as registered owner shall not have any voting rights or any other rights in respect of securities held by it;
- c) Every person holding securities of the Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities held by a depository.
- iv) Depository to furnish information:*

Every depository shall, furnish information about the transfer of securities in the name of the beneficial

owners at such intervals and in such manner as may be specified by the bye-laws and the Company in that behalf.

- v) Notwithstanding anything to the contrary contained in the Articles, where securities are held in a depository, the records of beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.
- vi) *Option to opt out in respect of any Security:*
  - a) If a beneficial owner seeks to opt out of a depository in respect of any Security, he shall inform the depository accordingly.
  - b) The depository shall on receipt of such intimation make appropriate entries in its records and shall inform the Company.
  - c) The Company shall, within thirty (30) days of the receipt of intimation from a depository and on fulfillment of such conditions and on payment of such fees as may be specified by the Regulations, issue the certificate of securities to the beneficial owner of the transferee, as the case may be.

#### **UNDERWRITING AND BROKERAGE**

Commission for placing shares debentures etc.

33. The Company may, subject to the provisions of Section 40(6) of the Act and other applicable provisions (if any) of the Act and rules made thereunder, at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or his procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in or debentures of the Company so that the amount or rate of commission does not exceed in the case of shares, 5% of the price at which the shares are issued and in the case of debentures 2 ½ % of the price at which the debentures are issued. The Commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.

#### **CALLS**

Board may make calls

34. The Board of Directors may from time to time, (by a Resolution passed at the meeting of the Board and not by Circular Resolution) but subject to the conditions hereinafter mentioned, make such calls as they think fit, upon the members in respect of all monies unpaid on the shares held by them respectively (whether on account of the capital value of the shares or by way of premium) and which are not by the condition of the allotment, made payable at fixed times and each



members shall pay the amount of every call so made on him to the persons and at the times appointed by Directors. A call may be made payable by installment. The call may be revoked or postponed at the discretion of the Board.

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| 35. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed and may be made payable by those members whose names appear on the Register of Members on such date, or, at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.  | Call to date from Resolution                                  |
| 36. At least thirty days notice of every call, otherwise than on allotment, shall be given specifying the time of payment, provided that before the time for payment of such call the Directors may, by notice in writing to the members, revoke the same.   | Notice of Calls   |
| 37. The Directors may from time to time, at their discretion extend the time for the payment of any call and may extend such time as to payment of call for any of the members the Directors may deem entitled to such extension save as a matter of grace and favour.   | Directors may extend time.                                    |
| 38. If by the terms of issue of any shares, any amounts are made payable at any fixed time or by installment at fixed times (whether on account of the nominal amount of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.                                | Amount payable at fixed time or by installments as calls      |
| 39. If the sum payable in respect of any call or installments be not paid on or before the day appointed for payment thereof, the holder for the time being or allottee of the share(s) in respect of which a call shall have been made or the installments shall be due shall pay interest on the same at such rate as the Directors shall fix from the day appointed for the payment thereof to the time of actual payment but the Directors may waive payment of such interest wholly or in part. | When interest on call or installment payable                  |
| 40. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principle or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the forfeiture of such shares as hereinafter      | Judgment decree of partial payment not to preclude forfeiture |

provided.

Proof on trial of  
suit for money  
due on shares

41. The Directors may, if they think, receive from any member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof as from time to time the amount of calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon and the Company may at any time repay the amount so advanced either by agreement with a member or otherwise upon giving to such member three months' notice in writing. No member paying any sum in advance shall be entitled to participate in profits or dividend or to voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable.

Participation in  
anticipation of  
calls may carry  
interest

42. The Directors may, subject to the provisions of section 50 of the Act, receive from any member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance or so much thereof as from time to time the amount of calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon and the Company may at any time repay the amount so advanced either by agreement with a member or otherwise upon giving to such member three months' notice in writing. No member paying any sum in advance shall be entitled to participate in profits or dividend or to voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable.

Evidence of  
forfeiture

43. Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the Company against any member or his legal representative, for the recovery of any money claimed to be due to the Company in respect of any shares, it shall be sufficient to prove that the name of the member in respect of whose shares money is sought to be recovered that the resolution making the calls duly recorded in the minute book, and that notice of such calls was duly posted to the members or his representative in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive

evidence of the debt.

44. Where any calls are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purposes of this Article, share of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.

Calls on shares of same class to be made on uniform basis

#### **FORFEITURE, SURRENDER, LIEN**

45. If any member fails to pay the whole or any part of any call or installment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof of other money as aforesaid remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (Legal or otherwise) that may have been incurred by the Company by reason of such non-payment.
46. The Notice shall name a day (not being less than 14 days from the date of the notice) on or before which and the place or place at which such call, installment or such part thereof and such other moneys as aforesaid and such interest and expenses as aforesaid are to be paid, and if payable to any person other than the Company, the person to whom such payment is to be made. The notice shall also state that in the event of non-payment at or before the time and (if payable to any person other than the Company) at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.
47. If the requirements of any such notice as aforesaid shall not be complied with, any of the shares in respect of which such notice has been given may, at any time thereafter but before payment of all calls or installments, interest and expenses and other moneys due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If call or installment not paid notice may be given

Form of notice

Shares to be forfeited in default of payment

Entry of forfeiture in Register of Members	48. When any shares shall have been so forfeited, an entry of the forfeiture, with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the member in whose name they stood immediately prior to the forfeiture but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any entry as aforesaid.
Effect of forfeiture	49. The forfeiture of a share shall involve the extinction at the time of the forfeiture of all interest and claims and demands against the Company in respect of the shares forfeited and all other rights incidental to the share, except only such of those rights as by these presents are expressly saved.
Forfeited shares to be property of the Company and may be sold, etc.	50. Any shares so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.
Directors may annul forfeiture	51. The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
Shareholders liable to pay money owing at the time of forfeiture and interest.	52. Any person whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest, expenses and other moneys owing upon or in respect of such shares at the time of forfeiture together with interest thereon from the time of the forfeiture until payment at such rates as the Directors may determine and the Directors may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of forfeiture but shall not be under any obligation to do so.
Entry of forfeiture in Register of Members	53. When any shares shall have been so forfeited, an entry of the forfeiture, with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the member in whose name they stood immediately prior to the forfeiture but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any entry as aforesaid.
Surrender of shares	54. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any member, on such terms as they think fit.
Company's lien on shares	55. The Company shall have no lien on its fully paid shares. In the case of partly paid up shares, the Company shall have a first and paramount lien on such shares registered in the name of each member, whether solely

or jointly with others and upon the proceeds of sale thereof for all moneys called or payable at a fixed time in respect of such shares and whether held solely or jointly with any other person and whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing, and condition that Article 20 is to have full effect. Any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

56. For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made unless the sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his Committee, or other legal representatives as the case may be, and default shall have been made by him or them in the payment of the sum payable as aforesaid for fourteen days after the date of such notice. To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid, the certificate 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 or certificates in lieu thereof to the purchaser or purchasers concerned.
57. The net proceeds of any such sale, after payment of the costs of such sale, shall be applied in or towards the satisfaction of such debts, liabilities or engagements of such member and the residue (if any) shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to such member or the person (if any) entitled by transmission to the shares so sold.
58. A certificate in writing under the hand of a Director, Manager or the Secretary of the Company that the call in respect of a share was made, and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was made by a resolution of the Directors to that effect shall be conclusive evidence of the facts stated therein as against all persons entitled to such share.

As to enforcement of lien on sale

Application of proceeds of sale

Certificate of forfeiture

Title of purchaser and allottee of forfeited shares of shares sold in exercise of lien

59. Upon any sale after forfeiture or for enforcing a lien in the exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold and the Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed off may be registered as the holder of the share and he shall not be bound to account for the application of the consideration, 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, re-allotment or other disposal of the share and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person.

Cancellation of Share Certification in respect of forfeited shares

60. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relevant shares shall ( unless the same shall, on demand by the Company, have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

### **TRANSFER AND TRANSMISSIONS OF SHARES**

Form of Transfer

61. The instrument of transfer of any shares shall be in writing and all the provisions of Section 56 of the Act and of any statutory modifications thereof for the time being in force shall be duly complied with in respect of all transfers of shares and the registration thereof.

Section 56 of the Act not to apply

62. Nothing contained in Section 56 of the Act, shall apply to transfer of securities effected by the transferor and the transferee both of whom are entered as beneficial owner in the record of the Company.

Register of Transfer

63. Company shall maintain a Register of Transfers and therein shall fairly and distinctly enter particulars of every transfer or transmission of any share held in material form.

Instrument of transfer to be executed by the transferor and transferee

64. Every such instrument of transfer shall be signed by or on behalf of the transferor and by or on behalf of the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members in respect thereof.

65. The Company shall not register a transfer of shares in the Company unless a proper instrument of transfer duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company by the transferor and the transferee within the prescribed period along with the certificate relating to the shares, or if no such share certificate is in existence along with the letter of allotment of the shares. Provided that, where the instrument of transfer has been lost or the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit.
- Transfer not to be registered except on production of instrument of transfer
66. Subject to the provisions of Section 58 of the Act, the Directors may at their absolute and uncontrolled discretion, decline to register or acknowledge any transfer of share, in the best interests of the Company, and shall not be bound to give any reason for such refusal. In particular, the Company may so decline in respect of shares upon which the Company has a lien or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid 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 ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except as stated hereinabove. The registration of the transfer shall be conclusive evidence of the approval by the Directors of the transferee.
- Directors may refuse to register transfer
67. (1) The Company may refuse to register the transfer of any of its securities in the name of the transferee on any one or more of the following grounds:
- Grounds of refusal
- (i) that the instrument of transfer is not proper or has not been duly stamped and executed or that the certificate relating to the Security has not been delivered to the Company or that any other requirement under the law relating to the registration of such transfer has not been complied with;
  - (ii) that the transfer of the Security is in contravention of any law;

(iii) that the transfer of the Security is likely to result in such change in the composition of the Board of Directors as would be prejudicial to the interest of the Company or to the public interest;

(iv) that the transfer of the Security is prohibited by any order of any court, tribunal or other authority under any law for the time being in force; and

(v) Any other ground as the Board may think fit in the interest of the Company.

(2) The transfer of shares, in whatever lot, would not be refused, though there could be no objection to the Company refusing to split a share certificate into several scrips of small denominations or to consider a proposal for transfer of share comprised in a share certificate to several parties, involving such splitting, if on the face of it such splitting/transfer appears to be reasonable or with a genuine need.

(3) Except as above, the Company would not refuse transfer in violation of the Stock Exchange listing requirements on the ground that the number of shares to be transferred is less than any specified number.

Notice of refusal to be given to transferor and transferee

68. If the Company refuses to register the Transfer of any share or transmission of any right therein the Company shall, within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor, to the person giving intimation of transmission along with reasons for such refusal, as the case may be, and thereupon the provisions of Section 58 of the Act, or any statutory modification thereof for the time being in force shall apply.

Transfer by legal representative

69. A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be valid as if he had been a member at the time of the execution of the instrument of transfer.

Custody of Instrument of transfer

70. The instrument of transfer after registration shall be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall, on demand, be returned to the persons depositing the same. The Directors may cause to be destroyed all transfer deeds lying with Company for a period of ten years or more.



71. The Directors shall have power, on giving not less than seven days previous notice by advertisement as required by Section 91 of Act or such lesser time as may be prescribed by , to close the transfer books of the Company, the Register of Members or the Register of Debentures holder as the case may be at such time or times and for such period or periods of time not exceeding in the whole 45 days in each year and not exceeding 30 days at a time, as to them may seem fit. The minimum time gap between two book closure and / or record dates would be at least 30 days.
- Closure of transfer books
72. The executors or administrators or a holder of a Succession Certificate in respect of the estate of a deceased member, not being one of two or more joint holders shall be the only persons recognized by the Company as having any title to the shares registered in the name of such deceased member and the Company shall not be bound to recognize such executors or administrators unless such executors or administrators shall have first obtained Probate or Letters of Administration as the case may be, from a duly constituted Court in India, provided that in any case where the Directors in their absolute discretion think fit, the Directors may dispense with the production of Probate or Letters of Administration or Succession Certificate and under the provisions of the subsequent Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member.
- Title of shares of deceased holder
73. Subject to the provisions contained in the preceding Article, any person becoming entitled to a share in consequence of the death, lunacy or insolvency of any member, upon producing proper evidence of the grant of Probate or Letter of Administrations or Succession Certificate or such other evidence that he sustains the character in respect of which he purports to act under this Article or of his title to the Shares as the Board think sufficient may, with the consent of the Board (which it shall not be under any obligation to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. This Article is herein referred to as the transmission Article.
- Transmission Clause
74. i) Notwithstanding anything contained herein above, every shareholder of the Company, may at any time, nominate, in the prescribed manner, a person to whom his shares in the Company, shall vest in the event of his death.
- ii) Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom
- Nomination of Shares

all the rights in the shares in the Company, shall vest in the event of death of all the joint holders.

iii) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the shareholder or as the case may be, on the death of the joint holders become entitled to all the rights in such shares, of the holder or, as the case may be, of all the joint holders, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

iv) Where the nominee is a minor, it shall be lawful for the holder of the shares, to make the nomination to appoint in the prescribed manner, any person to become entitled to shares in the Company, in the event of his death, during the minority.

Rights of the  
Nominee

75. i) A nominee may upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either to be registered himself as holder of the share; or to make such transfer of the share as the deceased shareholder, could have made.

ii) If the nominee elects to be registered as holder of the share himself, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder.

iii) A nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the share except that he shall not, before being registered as a member in respect of his share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of Company.

Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share, until the requirements of the notice have been complied with.

76. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer for registration. Refusal to register in case of transmission
77. A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or moneys as hereinafter provided, be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the shares. Persons entitled may receive dividend without being registered as member
78. Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity Board may require evidence of transmission
79. The Company shall not charge any fee for registration of transfer or transmission in respect of shares or debentures of the Company. No fee on transfer or transmission
80. The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest (to such shares notwithstanding that the Company may not have notice of such equitable right, title or interest) or may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided by Section 89 of the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered and referred to in some book of the Company but the Company shall nevertheless be at liberty to consider/give regard and attend to any such notice and give effect thereto, if the Directors so think fit. Company not liable for disregard of a notice prohibiting registration of transfer

### MODIFICATION OF RIGHTS

81. If at any time the share capital is divided into different classes, the rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act, be modified, Rights attached to any class of shares may be varied

commuted, affected, abrogated or varied (whether or not the Company is being wound up) with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holder of that class of shares and all the provisions hereinafter contained as to General Meeting shall mutatis mutandis apply to every such meeting.

### JOINT HOLDERS

Joint Holders	82. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as Joint holders with benefits of survivorship subject to the following and other provisions in the Articles:
No transfer to more than 3 persons	a) The Company may be entitled to decline to register more than three persons as the joint holders of any shares.
Liability of joint holders	b) The joint Holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.
Death of joint holders	c) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of deceased joint holders from any liability in respect of the shares held by him jointly with any other person.
Receipts of one sufficient	d) Only the person whose name stands first in the Register of Members may give effectual receipts for any dividends or other money payable in respect of such share.
Delivery of Certificate and giving of notice to first named holder	e) Only the person whose name stands first in the Register of Members as one of the joint-holders of any share shall be entitled to the service of the notice and/or delivery of the certificate relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in Article 50) from the Company and any documents served on or sent to such person shall be deemed served on all the joint-holders.
Vote of Joint Holders	f) Any one of two or more joint-holders may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy then that one of such

persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting.

Provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by proxy although the name of such joint holder present by proxy stands first or higher in the Register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall for the purposes of this clause be deemed joint holders.

#### **DECLARATION BY PERSON NOT HOLDING BENEFICIAL INTEREST IN ANY SHARE**

83. (i) Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share shall, within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in such manner as may be provided in Section 89 of the Act.

Declaration by person not holding beneficial interest in any share

(ii) A person who holds or acquires a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of the Company and such other particulars as may be prescribed as provided in Section 89 of the Act;

(iii) Whenever there is a change in the beneficial interest in share referred to above, the beneficial owner shall, within the time prescribed from the date of such change make a declaration to the Company in such form and containing such particulars as may be prescribed as provided in Section 89 of the Act;

(iv) Where any declaration referred to above is made to the Company, the Company shall make a note of such declaration in the Register of Members and file within 30 days from the date of receipt of the declaration by it, a return in the prescribed form with the Registrar with regard to such declaration along with such fees or additional fees as may be prescribed.

## COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

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

84. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every member within 7 days of his request and on payment of such sum as may be determined by the Board of Directors.

## CONVERSION OF SHARES INTO STOCK

Conversion of shares into stock and reconversion

85. The Company, by ordinary resolution in General Meeting may:

- a) Convert any fully paid-up shares into stock; and
- b) Re-convert any stock into fully paid-up shares of any denomination.

Transfer of Stock

86. 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 shares from which the stock arose.

Rights of Stock holders

87. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matter, as if they held the shares from which the stock arose but no such privilege or advantage (except as regards dividends, participation in the 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 share, have conferred that privilege or advantage.

Regulations to apply to stocks

88. Such of the regulations of the Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words "Share" and "Shareholders" in these regulations shall include stock and stockholder respectively.

## BORROWING POWERS

Power to Borrow

89. Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have the power from time to time at their discretion, by a resolution passed at meeting of the Board and not by Circular Resolution, to accept deposits from members other in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of moneys for the purposes of the Company. Provided that where the total amount borrowed at any time 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) exceeds the aggregate of the paid up capital of the Company and its free reserves that is to say, reserves not set apart for any specific purpose, the consent of the Company by way of a special resolution shall be required. Such special resolution shall specify the total amount up to which moneys may be borrowed by the Board. The expression "temporary loans" in this Article means loans repayable on demand or within six months from the date of the loans such as short terms loans, cash credit arrangements, discounting of bill and the issue of other short-term loans of reasonable character but does not include loans raised for the purpose of financing expenditure of a capital nature.

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| <p>90. Subject to the provisions of Act and these Articles, the Directors may, by a resolution passed at a meeting of the Board and not by circular resolution, raise or secure the payment of such sum or sums in such manner and upon such issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage or charge or other Security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.</p>  | <p>Conditions on which money may be borrowed</p>                    |
| <p>91. Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of 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.</p>   | <p>Bonds, Debentures etc. to be subject to control of Directors</p> |
| <p>92. Debentures, debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.</p>   | <p>Securities may be assignable free from equities</p>              |
| <p>93. Subject to the provisions of the Act and these Articles any bonds, debentures, debenture-stock or other securities may be issued at a premium or otherwise and with any special rights, privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at general meeting, appointment of Directors or otherwise. Provided that debentures with the right to allotment of or Conversion into shares, either wholly or partly shall not be issued except with the sanction of the Company in General Meeting by way of a special resolution.</p> | <p>Condition on which bonds debentures etc. may be issued</p>       |

Mortgage of  
uncalled capital

94. If any uncalled capital of the Company is included in or charged by way of mortgage or other Security by the Directors, the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the persons in whose favour such mortgage or Security is executed or any other person in trust for him to receive moneys on call from the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' powers or otherwise and shall be assignable if expressed so to be.

Indemnity may  
be given

95. Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute any mortgage, charge, or Security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

Register of  
mortgages etc.  
to be kept

96. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company including all floating charges on the undertaking or any property of the Company, and shall cause the requirements of Sections 71, 77, 79, 81 to 87 (both inclusive) of the Act in that behalf to be duly complied with, within the time prescribed by the said Sections or such extensions thereof as may be permitted by the applicable authority or the Registrar as may be applicable so far as they are to be complied with by the Board. The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Act.

## DEBENTURES

Power to issue  
Debentures

97. The Company shall have power to issue debentures whether convertible or non-convertible, and whether linked to issue of equity shares or not, among members, but in exercising, this power, provisions of Sections 56, 71, 78, 88, 113 and 117 of the Act and rules made thereunder or any statutory modifications thereof shall be complied with.



## **REGISTRATION OF CHARGES**

98. (i) The provisions of the Act relating to registration of charges which expression shall include mortgages shall be complied with.
- (ii) In the case of a charge created within or out of India on the Company's property or assets or any of its undertaking, whether tangible or otherwise, and situated in or outside India, the provision of Section 77 of the Act shall be complied with.
- (iii) Where any charge on any property of the Company required to be registered under Section 77 of the Act has been so registered, any person acquiring such property, assets, undertakings or part thereof or any share or interest therein, shall be deemed to have notice of the charge as from the date of such registration.
- (iv) In respect of registration of charges on properties acquired subject to charge, the provisions of Section 79 of the Act shall be complied with.

## **GENERAL MEETINGS**

99. Subject to the provisions of Section 96 and 129 of the Act the Company shall, in addition to any other meetings, hold a general meeting (hereinafter called as "Annual General Meeting") at the intervals and in accordance with the provisions contained in Section 96 of the Act. Annual General Meetings
100. All General Meetings other than Annual General Meetings shall be called Extra-Ordinary General Meetings. Extra-Ordinary General Meetings
101. The Board of Directors may call an Extra-Ordinary General Meeting whenever they think fit. Directors may call Extra-Ordinary General Meeting
102. (a) The Board of Directors shall, on the requisition of such number of members of the Company who hold, in regard to any matter at the date of receipt of the requisitions, not less than one tenth of such of the paid-up capital of the Company upon which all calls or other moneys then due shall have been paid as at that matter, forthwith proceed duly to call an Extraordinary General Meeting of the Company and the provisions of Section 100 of the Act and the provisions herein below contained shall be applicable to such meeting. Directors to call Extra-Ordinary General Meeting on requisition
- b) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the Registered Office of the Company.

c) The requisition may consist of several documents of the like from each signed by one or more requisitionists.

d) Where two or more distinct matters are specified in the requisition, the provisions of clause (a) above shall apply separately in regard to each such matter, and the requisition shall accordingly be valid only in respect of those matters in regard to which the conditions specified in that clause is fulfilled.

e) If the Board of Directors do not, within twenty one days from the date of the receipt of valid requisition in regard to any matter, proceed duly to call a meeting for the consideration of those matters on a day not later than forty five days from the date of the receipt of the requisition, the meeting may be called by the requisitionists themselves or by such of the requisitionists as represent either majority in value of the paid up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in clause (a) above whichever is less.

f) A meeting called under clause (e) above by the requisitionists or any of them shall be called and held in the same manner, as nearly as possible, as that in which meetings are called and held by the Board, but shall not be held after the expiration of three months from the date of the deposit of the requisition.

g) Any reasonable expenses incurred by the requisitionist in calling a meeting under clause (e) above shall be reimbursed to the requisitionists by the Company, and any sum so paid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.

h) Where two or more persons hold any shares or interest in the Company jointly, a requisition or a notice calling a meeting signed by one or some of them, shall for the purposes of this Article have the same force and effect as if it has been signed by all of them.

103. (i) A General Meeting of the Company may be called by giving not less than twenty one days clear notice either in writing or in electronic mode in such manner as may be prescribed. Notice of Meeting
- (ii) However a General Meeting may be called after giving a shorter notice, if the consent is given in writing or by electronic mode by not less than ninety five percent of the members entitled to vote at such meeting.
104. (i) Every notice of a meeting of the Company shall specify the place, the date, the day and the hour of the meeting, and shall contain a statement of the business to be transacted thereat. Contents of Notice
- (ii) In every notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a member of the Company.
105. a) In case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special, with the exception relating to: Special Business
- i) the consideration of the Financial Statements and the report of the Board of Directors and auditors;
  - ii) the declaration of any dividend;
  - iii) the appointment of Directors in the place of those retiring;
  - iv) the appointment of and the fixing of the remuneration of the Auditors;
- b) In the case of any other meeting all business shall be deemed special.
106. Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including in particular, the nature of the concern or interest if any, therein of (i) every Director and of the Manager if any; (ii) every other key managerial personnel; and Relatives of the persons mentioned in sub clauses (i) and (ii) and any other information and facts that may enable members to understand the meaning, scope and implications of the items of business and to take decisions thereon. Provided that where any item of special business as aforesaid to be transacted at a meeting of the Company relates to or affects any other company, the extent of shareholding interest in that other company of every promoter, Director, the Manager, if any and of every other key managerial Explanatory Statement

personnel of the Company shall also be set out in the explanatory statement, if the extent of such shareholding interest is not less than 2 per cent of the paid-up share capital of that other company.

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| Inspection of document mentioned in explanatory statement | 107. | Where any item of business to be transacted at the meeting refers to any document, the time and place where the document can be inspected shall be specified in the explanatory statement.   |
| Service of Notice   | 108. | Notice of every meeting shall be given to every member of the Company in any manner authorized by sub-section (2) of Section 20 of the Act and by these Articles.  |
| Notice to be given to the Auditors                        | 109. | Notice of every meeting of the Company and every other communication relating to any general meeting of the Company which any member of the Company is entitled to have sent to him, shall be given to the Auditor or Auditors for the time being of the Company in the manner authorized by Section 20 of the Act, as in the case of any member or members of the Company.  |
| As to omission to give notice                             | 110. | The accidental omission to give notice of any meeting to or the non-receipt of any notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting or the resolutions passed thereat.  |
| Resolutions requiring Special Notice                      | 111. | <p>(a) Where, by any provision contained in the Act or in these Articles, Special Notice is required of any resolution, notice of the intention to move the resolution shall be given to the Company by such number of members holding not less than one per cent of total voting power or holding shares on which such aggregate sum not exceeding Rs. 5 lakhs, not earlier than three months but not less than fourteen days before the meeting at which it is to be moved exclusive of the days on which the notice is served and the day of the meeting.</p> <p>b) The Company shall, immediately after the notice of the intention to move any such resolution has been received by it, give its members, notice of the resolution not earlier than three months but at least fourteen days before the meeting exclusive of the day of dispatch of the notice and the day of the meeting, in the same manner as it gives its notice of any general meeting. If that is not practicable, the notice shall be published in English language in English newspaper and in vernacular language in a vernacular newspaper, both having wide circulation in the State where the registered office of the Company is situated and such notice shall also be</p> |

posted on the website, if any, of the Company. Such notice shall be published not less than seven days before the meeting exclusive of the day of publication of the notice and day of the meeting.

112. Upon a requisition of members complying with Section 111 of the said Act, the Directors shall duly comply with the obligation of the Company under the said Act relating to circulation of members resolutions and statements. Circulation of member's resolution
113. No General Meeting, Annual or Extra-ordinary, shall be competent to enter upon, discuss or transact any business or statement of which has not been specified in the notice covering the meeting, except as provided in the said Act. Business which may not be transacted at the meeting

#### **PROCEEDINGS AT GENERAL MEETINGS**

114. i) The quorum for the General Meeting shall be as follows: Quorum at General meeting
- a) Five members personally present if the number of members as on the date of meeting is not more than one thousand;
- b) Fifteen members personally present if the number of members as on the date of meeting is more than one thousand but up to five thousand;
- c) Thirty members personally present if the number of members as on the date of the meeting exceeds five thousand.
- ii) No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the meeting.
115. If, within half an hour after the time appointed for the holding of a General Meeting, quorum be not present, the meeting, if convened on the requisition of shareholders shall be dissolved and in every other case, shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may by notice to the shareholders appoint. If even at such adjourned meeting the requisite quorum is not present within half an hour from the time appointed for holding the meeting, those members present shall be the quorum and may transact the business for which the meeting was called. Proceedings when quorum not present

- Business of adjourned meetings
116. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the meeting from which the adjournment took place.
- Chairman
117. The Chairman of the Board of Directors, and in his absence the Vice Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting. If there be no Chairman or if at any meeting, he shall not be present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Vice Chairman, or in the case of his absence or refusal, the Directors present may choose a Chairman, and in default of their doing so the members present shall choose one of the Directors to be the Chairman, and if no Director present be willing to take the chair, the members present shall choose one of the members to be the Chairman.
- Business confined to decision of Chairman whilst chair vacant
118. a) No business shall be discussed at any General Meeting except the election of Chairman whilst the chair is vacant.
- b) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles and the Chairman so elected shall continue to exercise all the powers of the Chairman under the Act and these Articles. Where some other person is elected as a Chairman as a result of the poll, he shall then be the Chairman for the rest of the meeting.
- Chairman with consent may adjourn meeting
119. The Chairman with the consent of any meeting at which a quorum is present can adjourn any meeting from time to time and from place to place in the city or town or village where the registered office of the Company is situated.
- Notice to be given where a meeting is adjourned for thirty days or more
120. 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. Save as aforesaid and as provided in Section 103 of 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.

121. At any General Meeting, a resolution put to the vote at the meeting shall, unless a poll is (before or on the declaration of the result on a show of hands) demanded or the voting is carried out electronically be decided on a show of hands and unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against such resolution.
- Evidence of the passing of a resolution where poll not demanded
122. Before or on declaration of the result of the voting on a show of hands, the Chairman may on his own motion, order a poll to be taken. Poll shall also be ordered by Chairman if it is demanded by one or more members present at the meeting in person or by proxy and holding shares or being entitled to votes at least to the extent stipulated by Section 109 of the Act. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
- Demand for poll
123. A poll demanded on any question (other than the election of the Chairman or on question of adjournment, which shall be taken forthwith) shall be taken at such place in the city/town or village in which the Registered Office of the Company is situated and at such time not being later than forty eight hours from the time when the demand was made as the Chairman may direct. Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken, including the power to take the poll by open voting or by secret ballot and either at once or after the interval or adjournment or otherwise and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
- Time and manner of taking poll
124. i) When a poll is to be taken, the Chairman of the meeting shall appoint such number of scrutinisers, as he deems necessary to scrutinize the votes given on the poll and to report, thereon to him in the manner as may be prescribed. Of the scrutinisers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed.
- Scrutinisers at poll, postal ballot and e-voting
- ii) In case the Act and rules framed thereunder or SEBI requires the Company to provide to its members facility to exercise their right to vote at general meetings by electronic means, the Board of Directors shall appoint one or more scrutinisers, who may be Chartered Accountant in practice, Cost Accountant in

practice, or Company Secretary in practice, or an Advocate, or any other person who is not in the employment of the Company and is person of repute who, in the opinion of the Board can scrutinize the voting and the remote e-voting process in a fair and transparent manner.

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| Postal Ballot  | 125. In the case of resolution relating to such business as the Central Government may, by notification, declare to be conducted only by postal ballot, the Company shall get such resolutions passed by means of a postal ballot, instead of transacting such business in the general meeting of the Company. Where the Company is required to, or decides to, as the case may be, get a resolution passed by means of a postal ballot, the provisions of section 110 of the Act and the rules framed there under shall be complied with.   |
| Demand for poll not to prevent transaction of other business | 126. The demand for a poll shall not prevent the continuance of a meeting for transaction of any business other than question on which the poll has been demanded.   |
| Resolution have decided in case of equality of votes         | 127. In the case of an equality of votes, whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands has taken place, or at which the poll is demanded, shall be entitled to second or casting vote in addition to the vote or votes to which he may be entitled as a member.  |
| Reports, Statements and Registers to be laid on the table    | 128. At every Annual General Meeting of the Company, the Directors Report and audited statement of Accounts, Auditor's Report (if not already incorporated in the statement of accounts), the Proxy Register with proxies and the Register of Directors, Key Managerial Personnel and their shareholding maintained under Section 170 of the Act shall be laid before the Shareholders of the Company. The qualifications, observations or comments or other remarks on the financial transactions or matters which have any adverse effect on the functioning of the company, if any, mentioned in the Auditor's Report shall be read at the Annual General Meeting and attention of the Members present shall be drawn to the explanations / comments given by the Board of Directors in their report and shall be open to inspection by any member of the Company. The qualifications, observations or comments or other remarks if any, mentioned in the Secretarial Audit Report issued by the Company Secretary in Practice, shall be read at the Annual General Meeting and attention of Members present shall be drawn to the explanations / comments given by the Board of Directors in their report. |



Where a company has one or more subsidiaries, it shall prepare consolidated Financial Statement of the company and of all the subsidiaries in the same form and manner as that of its own which shall also be laid before the annual general meeting of the company along with the laying of its Financial Statement as mentioned above. The Company shall also attach along with its audited statement of accounts, a separate statement containing the salient features of the audited accounts of its subsidiary or subsidiaries in such form as may be prescribed.

129. A copy of each of the following resolutions (together with a copy of the statement of material facts annexed under Section 102 of the Act to the notice of the meeting in which such resolution has been passed) and agreements shall, within such period as may be prescribed after the passing or making thereof, be printed or typewritten and duly certified under the signature of an officer of the Company and filed with the Registrar:

Registration of  
certain  
Resolution and  
Agreements

- a) Special Resolutions;
- b) Resolution which have been agreed to by all the members of the Company but which, if not so agreed to, would not have been effective for their purpose unless they had been passed as special resolutions;
- c) Resolutions of the Board of agreements relating to the appointment or reappointment or the renewal of the appointment or variation of the terms of appointment of a Managing Director;
- d) Resolutions or agreements which have been agreed to by all the members of any class of shareholders but which if not so agreed to, would not have been effective for their purpose unless they had been passed by some particular majority or otherwise in some particular manner, and all resolutions or agreements which effectively bind all the members or any class of shareholders though not agreed to by all those members;
- e) Resolution requiring the Company to be wound up voluntarily passed in pursuance of Section 304 of the Act;
- f) Resolutions passed in accordance with Sub Section (3) of Section 179 of the Act;
- g) Any other resolution or agreement as may be prescribed to be placed in the public domain.

A copy of every resolution of the Company which has the effect of altering the Articles of the Company and a copy of every agreement referred to in the above clauses (c), (d) and (g) shall be embodied in or annexed to every copy of the Articles of the Company issued after the passing of the resolution or the making of the agreement.

Minutes of  
General Meeting

130. The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of Section 118 of the Act by making, within thirty days of the conclusion of each such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman within that period, by a Director duly authorized by the Board for that purpose, in no case the minutes of the proceedings or a meeting shall be attached to any such book as aforesaid by pasting or otherwise. Any such minutes kept as aforesaid shall be evidence of the proceedings recorded therein.

Inspection of  
Minutes Book of  
General  
Meetings

131. The books containing the aforesaid minutes shall be kept at the Registered Office and be open during business hours to the inspection of any member without charge subject to such reasonable restrictions as the Company may by these Articles or in General Meeting impose in accordance with Section 119 of the Act. Any member shall be entitled to be furnished, within seven days after he had made a request in that behalf to the Company with a copy of the minutes on payment of Rs.10 per page or part of any page. Provided that a member who has made a request for provision of soft copy in respect of minutes of any previous general meetings held during a period immediately preceding three financial years shall be entitled to be furnished, with the same free of cost.

Publication of  
report of  
proceedings of  
General  
Meetings

132. No report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by these Articles or Section 119 of the Act to be contained in the Minutes of the proceedings of such meeting.

## VOTE OF MEMBERS

133. Subject to the provisions of the Act and these Articles, votes may be given either personally or by proxy (only on poll) or in the case of a Body Corporate also by a representative duly authorized under Section 113 of the Act.
134. Subject to the provisions of the Act: Prescribed mode of voting
- a) On a show of hands, every holder of equity shares entitled to vote and present in person shall have one vote and upon a poll every holder of equity shares entitled to vote and present in person or by proxy shall have voting rights in proportion to his share in the paid-up equity Capital of the Company.
- b) Every holder of a preference share in the capital of Company shall be entitled to vote at a General Meeting of Company only in accordance with the limitations and provisions laid down in Section 47(2) of the Act.
- c) A member may exercise his vote at a meeting by electronic means and shall vote only once.
135. 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. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the Meetings. Voting by members of unsound mind and minors
136. Subject to the provisions of the Act, no member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or be reckoned in a quorum whilst any call or other sums shall be due and payable to the Company in respect of any of the shares of such member. No member to vote unless calls are paid up
137. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses. Member entitled to cast his vote differently
138. Any person entitled under the transmission Article (Article 63) to transfer any share shall not be entitled to be present, or to vote at any meeting either personally or by proxy, in respect of such shares, unless at least forty-eight hours before the Votes of a person entitled to a share on transmission

time for holding the meeting or adjourned meeting as the case may be, at which he proposes to be present and to vote, he shall have satisfied the Directors of his right to transfer such shares (as to which the opinion of the Directors shall be final) or unless the Directors shall have previously admitted his right to vote in respect thereof.

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| Appointment of proxy           | 139. | Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself but a proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll.  |
| Deposit of instrument of proxy | 140. | Every proxy shall be appointed by an instrument in writing signed by the appointer or his attorney duly authorized in writing, or if the appointer is a Body Corporate, be under its seal or be signed by an Officer or an attorney duly authorized by it.   |
| Timing of deposit of proxy     | 141. | <p>a) The instrument of proxy shall be deposited at the office of the Company not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid. No instrument appointing proxy shall be valid after the expiration of twelve months from the date of its execution except in the case of the adjournment of any meeting first held previously to the expiration of such time.</p> <p>b) Every member entitled to vote at a meeting of the Company according to the provisions of these Articles on any resolution to be moved thereat, shall be entitled, during the period beginning twenty four hours before the time fixed for the commencement of the meeting, and ending with the conclusion of the meeting, to inspect, the proxies lodged at any time during the business hours of the Company provided not less than three days' notice in writing of the intention so to inspect is given to the Company.</p> |
| Form of proxy                  | 142. | An instrument appointing a proxy shall be in such form as may be prescribed by the Act from time to time.  |

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| 143. | If any such instrument be confined to the object of appointing a proxy for voting at a meeting of the Company, it shall remain permanently or fix such time as the Directors may determine, in the custody of the Company, and if embracing other objects, a copy thereof, examined with the original, shall be delivered to the Company to remain in the custody of the Company.   | Custody of the instrument of proxy                                      |
| 144. | A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or subsequent insanity of the principal or revocation of the proxy under such proxy was signed or the transfer of the shares in respect of which the vote is given provided that no intimation in writing of the death, insanity revocation or transfer shall have been received at the office of the Company before the meeting. | Validity of votes given by proxy notwithstanding death of members, etc. |
| 145. | Subject to the provisions of the Act and these Articles, no objection shall be made to the validity of any vote except at the meeting or poll at which such vote is tendered and every vote whether given personally or by proxy or by any means hereby authorized, and not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.   | Times for objection to votes  |
| 146. | Subject to the provisions of the Act and these Articles, the Chairman of any meeting shall be the sole judge of the validity of every vote tendered or given at such meeting and subject as aforesaid, the Chairman present at the time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.  | Chairman of any meeting to be the judge of validity of any vote         |

### DIRECTORS

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| 147. | Subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than three, and unless otherwise determined by the Company in General Meeting, not more than as stipulated under the Act. The Board composition shall include such number of independent Directors and women Directors as required under the provisions of the Act and the Listing Regulations. | Number of Directors            |
| 148. | Subject to the provisions of the Act, the Company shall be entitled to agree with any person, firm or corporation that he or it shall have right to appoint his or its nominee on the Board of Directors of the Company upon such terms and conditions as may be prescribed from time to time.   | Agreement to appoint Directors |

- Independent Director 149. Every independent Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his status as an independent Director, give a declaration that he meets the criteria of independence as provided in sub-section (6) of Section 149 of the Act or as defined in the definition clause of these Articles. Notwithstanding anything contained in these Articles, the terms of appointment, manner of selection, remuneration, tenure of office, etc. of an Independent Director shall be subject to the provisions of the Act.
- Independent Director shall not be liable to retire by rotation.
- Debenture Director 150. Any trust deed for securing debentures or debenture-stock may, if so specified therein, provides for the appointment, from time to time by the Trustees thereof or by the holders, of the debentures or debenture-stock of some person to be a Director of the Company and may empower such trustees or holder of debentures or debenture-stock from time to time to remove any Director so appointed. The Director appointed under this Article is herein referred to as the "Debenture Director" and the term "Debenture Director" means the Director for the time being in office under this Article. The Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or, subject to the provision of the Act, be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
- Appointment of Alternate Directors 151. The Board of Directors of the Company may appoint an alternate Director (not being a person holding any alternate Directorship for any other Director in the Company) to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. Provided that no person shall be appointed as an alternate Director for an Independent Director unless he is qualified to be appointed as an independent Director under the Act. Such appointment shall have effect and such appointee, whilst he holds office as an Alternate Director, shall be entitled to receive notice of meetings of the Board and to attend and vote

thereat accordingly. An Alternate Director appointed under this Article should not hold office as such for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office, if and when the Original Director returns to India. If the term of office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re- appointment of a retiring Director in default of any other appointment shall apply to the Original Director and not to the Alternate Director.

152. Subject to the provisions of Section 161(4), 169(7) and other applicable provisions (if any) of the Act, any casual vacancy occurring in the office of a Director before the term of office of such Director expires, may be filled up by the Directors at a meeting of the Board. Any person so appointed would have held office, if the vacancy had not occurred and shall hold office only upto the date upto which the Director in whose place he is so appointed would have held the office if it had not been vacated. Provided that, where a vacancy is created by removal of a Director, the Director who was removed from office shall not be re- appointed as the Director by the Board.

153. Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act, the Directors shall have power at any time and from time to time to appoint a person or persons, other than a person who fails to get appointed as a Director in a general meeting, as Additional Director or Directors. Such Additional Director shall hold office only up to the date of the next Annual General Meeting of the Company or the last date on which the Annual General Meeting should have been held, whichever is earlier, but shall be eligible for re- election at that meeting as a Director, provided that the number of Directors and the Additional Director together, shall not exceed the maximum strength fixed for the Board under the Act or by Article 147 hereof.

Appointment of Additional Directors

154. A Director of the Company shall not be bound to hold any qualification shares.

Qualifications of Directors

155. Subject to the provisions of Section 197 of the Act and other applicable provisions, if any, the remuneration payable to the Director of the Company shall be as hereinafter provided.

Remuneration of Directors

a) The fees payable to a Director for attending a meeting of the Board or a Committee of the Board of Directors from time to time shall be within the

maximum limits of such fees that may be prescribed under Section 197 of the Act, or if, not so prescribed in such a manner as the Directors may determine from time to time in conformity with the provisions of law. The Directors shall be paid such further remuneration if any, either on the basis of percentage on the net profits of the Company or otherwise, as the Company in General Meeting shall from time to time determine, and such additional remuneration and further remuneration shall be divided amongst the Directors in such proportion and manner as the Board may from time to time determine, and in default of such determination, shall be divided amongst the Directors equally.

b) The Board of Directors may in addition allow and pay to any Director who is not a resident of the place where a meeting of the Board or Committee or a general meeting of the Company is held, and who shall come to the place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for his traveling, hotel, boarding, lodging and other expenses incurred in attending or returning from meetings of the Board of Directors, or any Committee thereof or general meetings of the Company.

c) Subject to the limitations provided by the Act and this Article, if any Director shall be called upon to go or reside out of his usual place or residence on the Company's business or otherwise perform extra service outside the scope of his ordinary duties, the Board may arrange with such Director for such special remuneration for such service either by way of salary, commission, or the payment of stated sum of money as they shall think fit, in addition to or in substitution of his remuneration above provided, and all the Directors shall be entitled to be paid or reimbursed or repaid any traveling, hotel and other expenses incurred or to be incurred in connection with the business of the Company and also to be reimbursed all fees for filing all documents which they may be required to file under the provisions of the Act.

d) Subject to the provisions of Section 197 and 198 of the Act, an Independent Director shall not be entitled to any stock options.

e) The Company shall, in accordance with Section 197 (12) of the Act, disclose in its Board's report, the ratio of the remuneration of each Director to the median remuneration of the employees of the Company for every financial year.



156. The Continuing Directors may notwithstanding any vacancy in their body but subject to the provisions of the Act, if the number falls below the minimum number above fixed and notwithstanding the absence of a quorum, the Directors may act for the purpose of filling up vacancies or for summoning a General Meeting of the Company.

Directors may act notwithstanding vacancy

157. a) Subject to the provisions of clauses (b), (c), (d) and (e) of this Article hereof and the restriction imposed by the other Articles hereof and the Act and the observance and fulfillment thereof save and except as stated in Section 188, no Director shall be disqualified by his office from contracting with the Company for any purpose and in any capacity whatsoever including either as Vendor, purchase, agent, broker, underwriter of shares and debentures of the Company or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be void, nor shall any Director, so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided by clauses (b), (c) and (d) hereof.

Directors may contract with Company

b) Every Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his concern or interest in any company or companies or bodies corporate, firms, or other association of individuals which shall include the shareholding.

Disclosure of Interest

c) Every Director who is in any way whether directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into:

i) with a Body Corporate in which such Director or such Director in association with any other Director, holds more than two per cent. shareholding of that Body Corporate, or is a promoter, manager, Chief Executive Officer of that Body Corporate; or

ii) with a firm or other entity in which, such Director is a partner, owner or member, as the case may be.

shall disclose the nature of his concern or interest at a meeting of the Board of Directors in which such contract or arrangement is discussed and shall not participate in such meeting.

Provided that where a Director was not concerned or interested at the time of entering into such contract or arrangement, he shall, if he becomes concerned or interested after the contract or arrangement is entered into, disclose his concern or interest forthwith when he becomes concerned or interested or at the first meeting of the Board held after he becomes so concerned or interested.

Notice of Interest

d) For the purpose of this Article, the disclosure to be made by a Director, shall be made by way of a notice in the form if any prescribed by the Act.

e) Nothing contained in clauses (b), (c) and (d) hereof shall apply to any contract or arrangement entered into or to be entered into between the Company and any other Company where any one of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid up share capital in the other company.

Register of contracts in which Directors are interested

158. a) The Company shall keep one or more Registers in accordance with Section 189 of the Act in which shall be entered separately particulars of all contracts or arrangements to which Sub-Section (2) of s 184 or Section 188 of the Act applies.

b) The entries in such Registers shall be made at once, whenever there is a cause to make the entry, in chronological order and shall be authenticated by the Company Secretary of the Company or by any other person authorized by the Board for this purpose. The Registers shall be placed before the next meeting of the Board and shall then be signed by all the Directors present at the meeting. The Registers shall also be produced at the commencement of every Annual General Meeting of the Company and shall remain open and accessible during the continuance of the meeting to any person having the right to attend the meeting;

c) The Registers aforesaid shall also specify, in relation to each Director of the Company, the particulars of the firms or bodies corporate or other association of individuals, in which such Director has any concern or interest, of which notice has been given by him under sub- Section (1) of Section 184 of the Act.

d) Nothing in the foregoing clauses (a), (b) and (c) shall apply to any contract or arrangement for the sale, purchase or supply of any goods, materials or services if the value of such goods and materials or the cost of such services does not exceed five lakh rupees in the aggregate in any year.

e) The Registers as aforesaid shall be kept at the Registered Office of the Company and they shall be open to inspection at such office and extracts may be taken from any of them and copies thereof may be required by any member of the Company on payment of fees of Rs.10 per page.

159. A Director of the Company may become a Director of any company promoted by the Company, or in which it may be interested as vendor, member or otherwise and subject to the provisions of the Act and these Articles, no such Director shall be accountable for any benefits received as a Director or member of such Company. Directors may be Directors of Companies promoted by the Company
160. A Director or Manager shall give notice in writing to the Company of his holding of shares and debentures of the Company or its subsidiary, together with such particulars as may be necessary to enable the Company to comply with the provisions of Section 170 of the Act. If such notice be not given at a meeting of the Board, the Director or Manager shall take all reasonable steps to secure that it is brought up and read at the meeting of the Board next after it is given. The Company shall enter the particulars of the Director's and Manager's holding of the shares and debentures as aforesaid in a Register kept for their purpose in conformity with Section 170 of the Act. Register of Directors and Key Managerial Personnel
161. The Company shall observe the restrictions imposed on the Company in regard to grant of loan to Directors and other persons as provided in Section 185 and other applicable provisions, if any, of the Act. Loans to Directors
162. Except as provided in and subject to the limitations and restrictions contained in Section 188 of the Act and the Listing Regulations, the Company shall not enter into any contract or arrangement with a Related Party with respect to: Related Party Transactions
- a) for the sale, purchase or supply of any goods or materials;
- b) selling or otherwise disposing of, or buying,

- property of any kind;
- c) leasing of property of any kind;
- d) availing or rendering of any services;
- e) appointment of any agent for purchase or sale of goods, materials, services or property;
- f) such Related Party's appointment to any office or place of profit in the Company, its subsidiary company or associate company;
- g) for underwriting the subscription of any securities or derivatives thereof, of the Company.

Increase or reduction in number of Directors

163. Subject to the provisions of the Act and these Articles, the Company may from time to time increase or reduce within the maximum limit permissible the number of Directors. Provided that the Company may increase the number of Directors beyond the permissible maximum limit as per the Act only after passing a special resolution.

#### **RETIREMENT AND ROTATION OF DIRECTORS**

Retirement of Directors

164. Subject to Section 152 of the Act, all the Directors of the Company, other than non-retiring Directors, Independent Directors and the Managing Director or Managing Directors and the Whole-time Director or Whole Time Directors, shall be liable to retire by rotation. However notwithstanding anything contained in these Articles, when the total number of non-retiring Directors, inclusive of Managing Director/s, Whole Time Director(s) and Independent Directors exceeds one-third of the total number of Directors or the number permissible under the provisions of the Act for non-rotation of the Directors, as the case may be, the Board shall decide as to out of them whose period of office shall be liable to determination by retirement by rotation, from time to time as and when a situation arises.

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

Meaning of Retiring Director

166. Save and except as provided under the Act, the expression "Retiring Director" means a Director retiring by rotation.

167. Subject to the provisions of the Act and these Articles, the Directors to retire under the foregoing Article at every Annual General Meeting shall be those who have been longest in the office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall in default of and subject to any agreement among themselves, be determined by lot. Subject to the provisions of the Act, a retiring Director shall remain in office until the conclusion of the meeting at which his re-appointment is decided or his successor is appointed.
168. Subject to the provisions of the Act and these Articles, a retiring Director shall be eligible for re-appointment.
169. The Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing the retiring Director or some other person thereto.
170. a) If the place of the retiring Director or Directors is not so filled up and the meeting has not expressly resolved not 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 national holiday, at the same time and place.
- b) If at the adjourned meeting also the place of the retiring Director or Directors is not filled up and the meeting also has not expressly resolved not to fill the vacancy the retiring Director or Directors shall be deemed to have been re-appointed at the adjourned meeting unless:
- i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director or Directors has been put to the meeting and lost;
- ii) the retiring Director or Directors has or have by a notice in writing addressed to the Company or its Board of Directors expressed his or their unwillingness to be so re-appointed;
- iii) he is or they are not qualified or is disqualified for appointment;
- iv) a resolution whether special or ordinary, is required for their appointment or re- appointment by virtue of any provisions of the Act;
- Ascertainment of Directors retiring by rotation
- Eligibly of re-appointment
- Company to fill up vacancy
- Provision in default of appointment

Notice of candidature for office of Directors

171. a) Subject to the provisions of the Act and these Articles, any person who is not a retiring Director shall be eligible for appointment to the office of the Director at any General Meeting if he or some member intending to propose him has, at least fourteen clear days before the meeting, left at the Registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit of Rs. 1,00,000 (Rupees One Lakh only) or such other amount as may be prescribed by the Act, which shall be refundable only if the candidate in respect of whom such deposit is made has duly been elected as Director or if he gets more than 25% of total valid votes cast either on show of hands or on poll on such resolution.

Consent to act as Directors

b) A person appointed as a Director shall not act as a Director unless he gives his consent to the Company to hold the office as Director and files the same with the Registrar within the prescribed time.

c) On receipt of the notice referred to in this Article the Company shall at least seven days before the general meeting inform its members of the candidature of that person for the office of a Director or of the intention of member to propose such person as a candidate for that office (1) by serving individual notices on members through electronic mode to such members who have provided their email addresses to the Company for communication purposes, and in writing to all other members; and (2) by placing notice of such candidature or intention on the website of the Company, if any. Provided that it shall not be necessary for the Company to serve individual notices upon the members if the Company advertises such candidature or intention not less than seven days before the meeting at-least once in a vernacular newspaper in the principal vernacular language of the district in which the Registered Office of the Company is situated, and circulating in that district, and at least once in English Language in an English newspaper circulating in that district.

Individual Resolution for Directors Appointment

172. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by single resolution. Provided that it shall be so made, if it has first been agreed to by the meeting without any vote given against it. A resolution moved in contravention of this Article shall be void whether or

not objection so moved is passed. No provision for the automatic re-appointment of retiring Directors by virtue of these Articles or the Act in default of another appointment shall apply.

173. Subject to the provisions of Section 152 and Section 149 of the Act, whenever the Directors enter into a contract with any government, Central, State or Local, or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever the Directors shall have, subject to the provisions of Section 152 of the Act, the power to agree that such government, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the government, person or persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and traveling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid
174. All Directors other than the non-retiring Directors shall be elected by the shareholders of the Company in General Meeting and shall be liable to retirement by rotation as herein provided.
175. The Directors may from time to time designate any person to be a Departmental, Functional, Divisional or Local Director and define, limit or restrict his powers and duties and determine his remuneration and the designation of his office and may at any time remove any such persons from such office. A Departmental, Functional, Divisional or Local Director (notwithstanding that the designation of his office may include the word "Director") shall not by virtue of such office be or have power in any respect to act as a Director of the Company, nor be entitled to receive notice of or attend or vote at Meetings of

Nominee  
Directors

Directors to be  
elected by  
Shareholders.

Departmental  
Directors

the Directors, nor be deemed to be a Director for any of the purposes of these presents.

Removal of  
Directors

176. a) The Company may, subject to the provisions of Section 169 and other applicable provisions Act and these Articles remove any Director before the expiry of his period of office.

b) Special notice as provided by Section 115 of the Act shall be given, of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.

c) On receipt of notice of any such resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a member of the Company) shall be entitled to be heard on the resolution at the meeting.

d) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto, representation in writing to the Company and requests its notification to members of the Company, the Company shall unless the representation is received by it too late for it to do (a) in the notice of the resolution given to the members of the Company state the fact of the representation having been made and (b) send a copy of the representation to every member of the Company to whom the notice of the meeting has been sent (whether before or after receipt of the representation by the Company) and if a copy of the representation is not sent as aforesaid due to insufficient time or because of the Company's default the Director may (without prejudice to his right to be heard orally) require that the representation shall be read out at the meeting. Provided that copies of the representation shall not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the Tribunal is satisfied that the rights conferred by this clause are being abused to secure needless publicity for defamatory matter.

e) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board, be filled by the appointment of another Director in his place by the meeting at which he is removed provided Special Notice of the intended appointment has been given under clause (b) hereof. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he



had not been removed as aforesaid.

f) If the vacancy is not filled under clause (e) it may be filled as Casual Vacancy in accordance with the provisions (in so far they are applicable) of the Act.

g) A Director who was removed from office under this Article shall not be re-appointed as Director by the Board of Directors.

h) Nothing contained in this Article shall be taken:

(i) as depriving a person removed thereunder of any compensation or damages payable to him in respect of the termination of his appointment as Director or of any other appointment terminating with that as Director, or

(ii) As derogating from any power to remove a Director which may exist apart from this Article.

#### **MEETING OF DIRECTORS**

177. The Directors may meet together as a Board from time to time and at least four Board meetings shall be held in every year, and they may adjourn and otherwise regulate their meetings as they deem fit. Provided that not more than 120 days shall intervene between two consecutive Board meetings. The provisions of this Article shall not be deemed to be contravened merely by reason of the fact that a meeting of the Board which had been called in compliance with the terms herein mentioned could not be held for want of quorum.

Meeting of  
Directors

178. A Director or the Managing Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. Not less than 7 days' notice along with agenda of every Board Meeting shall be given to all the Directors and their Alternate at their address registered with the Company in accordance with Section 173 of the Act.

When meetings  
to be convened  
and notice  
thereof

179. Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, shall be present at the meeting.

Provided further that in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent

Director, if any.

- Quorum
180. Subject to the provisions of Section 174 and other applicable provisions (if any) of the Act, the quorum for a meeting of the Board of Directors shall be one-third of the total strength of the Board of Directors (excluding Directors, if any, whose places may be vacant at the time, and any fraction contained in that one- third being rounded off as one) or two Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum, provided that where at any time, the number of interested Directors exceeds or is equal to two- thirds of the total strength, the number of remaining Directors that is to say the number of Directors who are not interested and are present at the meeting, not being less than two shall be the quorum during such meeting.
- Adjournment of meeting for want of quorum
181. If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned by three (3) days and at such time and place as the Chairman may decide. If that day is a national holiday, till the next succeeding day, which is not a national holiday, at the same time and place or to such day, time and place as the Directors present may determine.
- Appointment of Chairman
182. The Directors may from time to time elect one of them to be Chairman of the Board of Directors and one of them to be Vice- Chairman, and determine the period for which they are to hold their respective offices. The Chairman or in his absence the Vice- Chairman shall preside at meetings of the Board and shall exercise all powers of the Chairman of the Board of Directors. If at any meeting of the Board neither the Chairman nor the Vice- Chairman is present at the time appointed for holding the meeting, the Directors present shall choose one of them to be the Chairman of such meeting.
- Chairman shall have casting vote
183. In case of an equality of votes, the Chairman shall have a second or casting vote. In the absence of a Chairman, the Vice Chairman will have a second or casting vote.
- Directors may appoint committees
184. a) Subject to the provisions of Section 179 of the Act and Article, the Directors may delegate any of their powers to committee consisting of such member or members of their body, as they think fit and they may from time to time revoke and discharge any such committee either wholly or in part and either as to person or purposes, but every committee so formed shall, in the exercise of the powers so

delegated to it conform to any regulations that may from time to time be imposed on it by the Directors. All acts done by any such committee in conformity with such regulations and in fulfillment of the purpose of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the provisions of the Act the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these Articles and may pay the same.

b) The Board of Directors shall, if applicable, constitute an Audit Committee as per Section 177 of the Act, a Nomination and Remuneration Committee of the Board as per Section 178 of the Act and a Stakeholders Relationship Committee as per Section 178 of the Act.

185. a) The meetings and proceedings of any such committee consisting of two or more Directors shall be governed by the provisions herein contained in respect of the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

Meetings of committees how to be convened

b) The participation of Directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, which are capable of recording and recognizing the participation of the Directors and of recording and storing the proceedings of such meetings along with date and time. Where a Board meeting is to be conducted through video or audio/video mode, the same shall be conducted in accordance with the Act.

186. a) A resolution passed by circulation without a meeting of the Board or a committee of the Board appointed under these Articles, shall subject to the provisions of clause (b) hereof and the Act be as valid and effectual as resolution duly passed at a meeting of the Board or of a committee duly called and held.

Resolution by Circulation

b) A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, if the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the Committee at their address registered with the Company in India by hand delivery or by post or by courier or through electronic means as per the Act and has been approved by a majority of the Directors or members, who are entitled to vote on the Resolution.

c) Provided that where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the Chairman shall put the resolution to be decided at a meeting of the Board.

d) Subject to the provisions of the Act, a statement signed by the Managing Director or other person authorized in that behalf by the Directors certifying the absence from India or any Directors shall for the purposes of this Article be conclusive.

e) A resolution under clause (a) shall be noted at a subsequent meeting of the Board or the committee thereof, as the case may be, and made part of the minutes of such meeting.

Act of Board or committee valid notwithstanding defect in appointment

187. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they or any of them were or was disqualified, or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, may be as valid as if every such person had been duly appointed and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to acts done by the Directors after their appointment had been shown to the Company to be invalid or to have terminated.

Minutes of proceedings of Board of Directors and Committees to be kept

188. The Company shall cause minutes of the meeting of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of Section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings of the meeting including the following:

a) The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;

b) All orders made by the Board of Directors;

c) All resolutions and proceedings of meetings of the Board of Directors and Committees thereof;

d) In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the name of Directors if any, dissenting

from or not concurring in the resolution;

e) All appointments made at the meeting of the Board of Directors.

189. All such minutes shall be signed by the Chairman of the concerned meeting or by the person who shall preside as Chairman at the next succeeding meeting and all the minutes purported to be so signed shall for all actual purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded, and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meetings at which the same shall appear to have taken place.
190. a) Subject to the provisions of Sections 179, 180 and 182 and all other applicable provisions of the Act and these Articles the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorized to exercise, and do. Provided that the Board shall not exercise any power or do any act or thing which is directed or required or otherwise to be exercised or done by the Company in General Meeting. Provided further that in exercising any such act or thing the Board shall be subject to the provisions contained in that behalf in the Act or in the Memorandum or in these Articles or in any regulations not inconsistent therewith duly made thereunder including regulations made by the Company in General Meeting.
- b) No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
191. Subject to the provisions of Sections 180 and 181 of the Act, the Board of Directors shall not, except with the consent of the Company by a special resolution:
- a) Sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any such undertaking;
- b) Remit or give time for the repayment of any debt due by a Director;
- c) Invest otherwise than in trust securities, the amount of compensation received by the Company as a result of any merger or amalgamation;

By whom the minutes to be signed and the effect of minutes recorded

General Powers of Directors

Consent of Company necessary for the exercise of certain powers

d) Borrow money where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business.

Bona fide contribution to charitable funds, etc.

192. The Board of Directors with the prior permission of the Company in General Meeting may contribute to bona fide charitable and other funds, any amounts the aggregate of which will in any financial year, exceed five percent of its average net profits during the three financial years immediately preceding.

Powers to be exercised by the Board on behalf of the Company

193. (1) Without derogating from the powers vested in the Board of Directors under these Articles, the Board shall exercise the following powers on behalf of the Company and it shall do so by means of resolutions passed at meetings of the Board or by means of resolution by circulation wherever permitted by the Act:

(i) To make calls on shareholders in respect of moneys unpaid on their shares;

(ii) To authorize buy-back of securities under Section 68 of the Act;

(iii) To issue securities including debentures, whether in or outside India;

(iv) To borrow money;

(v) To invest the funds of the Company;

(vi) To make 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 political contributions subject to Section 182 of the Act;

(xii) To appoint or remove Key Managerial Personnel;

(xiii) To take note of appointment(s) or removal (s) of one level below the Key Managerial Personnel;

(xiv) To appoint internal auditors and secretarial auditor;

(xv) To take note of the disclosure of Director's interest and shareholding;

(xvi) To buy, sell investments held by the Company (other than trade investments), constituting five percent or more of the paid up share capital and free reserves of the investee company;

(xvii) To invite or accept or renew public deposits and related matters;

(xviii) To review or change the terms and conditions of public deposit;

(xix) To approve quarterly, half yearly and annual Financial Statements or financial results as the case may be.

Provided that the Board may, by a resolution at a meeting delegate to any Committee of Directors or the Managing Director or any other principal officer of the Company or to a principal officer of any of its branch offices, the powers specified under clause iv, v & vi of the above Article on such conditions as the Board may prescribe.

(2) (i) Where the Company has an arrangement with its bankers for the borrowing of moneys by way of overdraft, cash credit, or other accounts, the day to day operation on overdraft, cash credit or other account, by means of which the arrangement as made is actually availed of shall not require the sanction of the Board.

(ii) Nothing contained in this Article shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers referred to in clause (a) above.

#### **MANAGING DIRECTOR OR MANAGING DIRECTORS OR WHOLE TIME DIRECTOR OR WHOLE TIME DIRECTORS**

194. (a) Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be the Managing Director or Directors of the Company and the remuneration payable to such Managing Director or Directors shall be determined by the Board of Directors, in accordance with and subject

Appointment of  
Managing  
Director

to the provisions of Sections 196 and 197 of the Act.

(b) A Managing Director or Whole time Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

Restriction on Powers of Managing Directors

195. The Managing Director or Managing Directors shall not exercise the powers to:-

- (1) Make calls on shareholders in respect of money unpaid on the shares in the Company;
- (2) Issue debentures; and except to the extent mentioned in the resolution passed at the Board Meeting under Section 179 of the Act,
- (3) borrow moneys
- (4) invest the funds of the Company; and make loans.

unless such powers or any of them have been specifically delegated to the Managing Director or Managing Directors pursuant to Article 194 or any provision of the Act.

196. The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or whole-time Director who –

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

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

is, or has at any time been, convicted by a court of an offence under any of the enactments mentioned in Part I of Schedule V of the Act, or any offence involving moral turpitude.

197. A Managing Director shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the Office of a Director

Managing Director /Whole time Director not liable to retire by rotation

198. Subject to the provisions of the Act, the Managing Director or Managing Directors, Whole time Director or Whole Time Directors shall not, while he or they continue to hold that office, be subject to retirement by rotation save and except otherwise decided pursuant to Article 159. If he ceases to hold the office of Director, he shall ipso facto and immediately cease to be the Managing Director.



199. a) Subject to the applicable provisions of the Act, the Directors may in the alternative, from time to time, after obtaining such sanction and approvals as may be necessary, appoint any individual or individuals as Manager or Managers for the Company and fix the terms of his remuneration subject to the provisions of the Act
- b) A Manager so appointed shall exercise the powers and authorities conferred upon him by an Agreement entered into between him and the Company and/or by a resolution of the Board or General Meeting and shall be subject to the obligations and restriction imposed in that behalf by the Act.
200. The remuneration of the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors (subject to provisions of Section 197 and other applicable provisions of the Act and of these Articles and of any contract between him or them and the Company) shall be in accordance with the terms of his or their contract with the Company.
201. Subject to the provisions of the Act and of the terms of any Resolution of the Company in General Meeting or of any Resolution of the Board and to the term of any contract with him or them, the Managing Director or Managing Directors shall have substantial powers of management subject to the superintendence, control and direction of the Board of Directors.

Appointment of  
Manager

Remuneration  
of Managing  
Director  
and Whole time  
Director

Powers and  
Duties of  
Managing  
Director

### KEY MANAGERIAL PERSONNEL

202. Subject to Section 203 of the Act and any other applicable provisions of the Act, the Company shall appoint by means of resolution of the Board, the following Key Managerial Personnel:
- a) Managing Director, or Chief Executive Officer or Manager and in their absence; a Whole-time Director;
- b) Company Secretary; and
- c) Chief Financial Officer.
- The Company may appoint the same person as the Chairperson, as well as the Managing Director or Chief Executive Officer.
203. Every whole-time Key Managerial Personnel of a company shall be appointed by means of a resolution of the Board containing the terms and

Key Managerial  
Personnel

conditions of the appointment, including the remuneration.

204. A whole-time Key Managerial Personnel shall not hold office in more than one company except in its subsidiary company at the same time.

Provided that nothing contained in this Article shall disentitle a Key Managerial Personnel from being a Director of any company with the permission of the Board.

Provided also that the Company may appoint or employ a person as its Managing Director, if he is the Managing Director or Manager of one, and of not more than one, other company and such appointment or employment is made or approved by a resolution passed at a meeting of the Board with the consent of all the Directors present at the meeting and of which meeting, and of the resolution to be moved thereat, specific notice has been given to all the Directors then in India.

205. If the office of any whole-time Key Managerial Personnel is vacated, the resulting vacancy shall be filled-up by the Board at a meeting of the Board within a period of six months from the date of such vacancy.

#### **SECRETARY**

Appointment,  
Functions, and  
Duties of  
Secretary

206. The Directors shall appoint a whole-time Secretary of the Company possessing the prescribed qualification for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The main functions of the Secretary shall be the responsibility for maintaining Registers required to be kept under the Act and these Articles; for making the necessary returns to the Registrar of Companies under the Act and these Articles and for getting the necessary documents registered with the Registrar and for carrying out all other administrative and ministerial acts, duties and functions which a Secretary of a Company is normally supposed to carry out, such as giving the necessary notices to the members, preparing the agenda of meetings, issuing notices to Directors, preparing minutes of meetings of members and of Directors and of any Committees of Directors and maintaining minute books and other statutory documents, and he shall carry out and discharge such other functions and duties as the Directors or the Managing Directors may from time to time require him to do.

### ***Functions of Company Secretary***

The Functions of the Company Secretary shall include-

- a) to report to the Board about compliance with the provisions of the Act, the rules made thereunder and other laws applicable to the Company.
- b) to ensure that the Company complies with the applicable secretarial standards.
- c) to discharge such other duties as may be prescribed.

### ***Duties of the Company Secretary***

The Company Secretary shall also discharge the following duties, namely:

- (1) to provide to the Directors of the Company, collectively and individually, such guidance as they may require, with regard to their duties, responsibilities and powers;
- (2) to facilitate the convening of meetings and attend Board, committee and general meetings and maintain the minutes of these meetings.
- (3) to obtain approvals from the Board, the Company in general meeting, Government and such other authorities as required under the provisions of the Act.
- (4) to represent before various regulators, and other authorities under the Act in connection with discharge of various duties under the Act.
- (5) to assist the Board in the conduct of the affairs of the Company.
- (6) to assist and advise the Board in ensuring good corporate governance and in complying with the corporate governance requirements and best practices,
- (7) to discharge such other duties as have been specified under the Act or rules; and
- (8) such other duties as may be assigned by the Board from time to time.

## REGISTERS, BOOKS AND DOCUMENTS

Registers,  
Books and  
Documents

207. (a) Company shall maintain all Registers, Books and Documents as required by the Act or these Articles including the following; namely:

- (i) Register of Mortgages, Debentures and charges according to Section 85 of the Act;
- (ii) Copies of instruments creating any charge requiring registration according to Section 85 of the Act;
- (iii) Register of Members according to Section 88 of the Act;
- (iv) Register of debenture holders according to Section 88 of the Act;
- (v) Register of other Security holders according to Section 88 of the Act;
- (vi) Copies of Annual Returns prepared under Section 92 of the Act ;
- (vii) Books of Account in accordance with the provisions of Section 128 of the Act;
- (viii) Register of Directors and Key Managerial Personnel and their shareholding according to Section 170 of the Act;
- (ix) Register of investments not held in the Company's name according to Section 187 of the Act;
- (x) Register of Contracts, Companies and Firms in which Directors are interested according to Section 189 of the Act;
- (xi) Register of Renewed and Duplicate Certificates according to Rule 6 of the Companies (Share Capital and Debenture) Rules, 1960)
- (xii) Any other register as may be prescribed from time to time under any law for the time being in force

(b) The said registers, books and documents shall be maintained in conformity with the applicable provisions of the Act and these presents and shall be kept open for inspection for such persons as may be entitled thereto respectively, under the Act and these presents on such days and during such business hours as may in that behalf be determined in accordance with the provisions of the Act and these Articles and extracts therefrom shall be supplied to those persons entitled thereto in accordance with the provisions of the Act and these Articles.

(c) The Company may keep a Foreign Register of Members, Debenture holders, other Security holders or beneficial owners residing outside India in accordance with Section 88(4) of the Act.

## THE SEAL

208. The Directors shall provide a Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of the Director or a Committee of Directors previously given, and in the presence of two Directors or one Director and the Secretary, who shall sign every instrument to which the seal is so affixed in their presence.
209. The Directors and the Company shall also be at liberty to use an official seal in any territory, district or place outside India.

Seal of the Company

Seal Abroad

## DIVIDENDS

210. The profits of the Company, subject to the provisions of these Articles, shall be divisible among the members in proportion to the amount of capital paid upon the shares held by them respectively.
- Provided always that any capital paid up or credited as paid up on a share during the period in respect of which a dividends declared shall, unless the terms of issue otherwise provide, only entitle the holder of such shares to an apportioned amount of such dividend proportionate to the capital from time to time paid up during such period on such share.
211. Where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to dividend or to participate in profits.
212. The Company may pay dividends in proportion to the amount paid up or credited as paid up on each share, where a larger amount is paid up or credited as paid up on some shares than on others.
213. The Company in General Meeting may, subject to the provisions of Section 123 of the Act, declare a dividend to be paid to the members according to their respective rights and interests in the profits and subject to the provisions of the Act, may fix the time for payment. When dividend has been so declared, subject to the provisions of Section 127 of the Act, either the dividend shall be paid or the warrant in respect thereof shall be posted within 30 days of the date of declaration to the shareholders entitled to the payment of the same.

Division of Profits

Capital paid up in advance at interest not to earn dividend

Dividends in proportion to amount paid up

The Company in General Meeting may declare a dividend

Powers of General Meeting to limit dividend	214. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the year or any other undistributed profits of the Company, or otherwise than in accordance with the provisions of the Act and no dividend shall carry interest as against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
Interim Dividend	215. Subject to the provisions of the Act, the Directors may from time to time, pay to the members such interim dividends as in their judgement the position of the Company justifies.
Right to dividend, etc. pending registration of transfer	216. Wherein an instrument of transfer of shares of the Company has been delivered to the Company for the registration and the transfer of such shares has not been registered by the Company, it shall comply with the provisions of Section 126 of the Act in respect of the dividend, right, shares and bonus shares in relation to such shares.
No member to receive dividend whilst indebted to the Company and Company's right of reimbursement thereof	217. Subject to the provisions of the Act no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons, and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.
Right to dividend pending registration of transfer	218. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the Transfer.
	219. No unclaimed or unpaid dividend shall be forfeited by the Board and unless otherwise directed any dividend may be paid by cheque or warrant sent through post or in any electronic mode to the Registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or other person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.

220. The Company shall duly comply with the provisions of the Act in respect of a dividend declared by it but which has not been paid or claimed within thirty days from the date of declaration to any shareholder entitled to the payment of dividend. And no unpaid dividend shall bear interest as against the Company.

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

Dividend and  
Call together

### **RESERVES AND CAPITALISATION**

222. The Board may, before recommending any dividend in any financial year set aside out of the profits of the Company for that financial year such sums as it thinks proper 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 equalizing 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 think fit.

Reserves

223. (a) Any General Meeting may resolve that any amounts standing to the credit of the Share Premium Account, the Capital Redemption Reserve Account, or any moneys, investments or other assets forming part of the undivided profits (including profits or surplus monies arising from the realization and where permitted by the law, from the appreciation in value of any General Reserve, or any Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend) be capitalized.

Capitalisation

- (i) By the issue and distribution as fully paid up shares or debentures of the Company; or
- (ii) By crediting shares of the Company which may have been issued to and are not fully paid up with the whole or any part of the remaining unpaid thereon.

Provided that any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.

(b) Such issue and distribution under clause (a) (i) above and such payment to credit of unpaid share capital under clause (a) (ii) above shall be made to, among and in favour of the members of any class of them or any of them entitled thereto in accordance with their respective rights and interest and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under clause (a) (i) or payment under clause (a) (ii) above shall be made on the footing that such members become entitled thereto as capital.

(c) The Directors shall give effect to any such resolution and apply such portion of the profits General Reserve or Reserve Fund or any other fund or Account as aforesaid as may be required for the purpose of making payment in full for the shares of the Company so distributed under clause (a) (ii) above or (as the case may be) or purpose of paying in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up under sub-clause (a) (ii) above.

Provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalized sum.

(d) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the Distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for the distribution of any specific assets and may determine that cash payments be made to any members on the footing of the value so fixed and may vest any such cash or shares in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangements for the acceptance allotment and sale of such shares and fractional certificates or otherwise as they may think fit.

(e) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares, and by crediting the partly paid shares with the whole or part of the unpaid liability thereon



but so that as between the holders of the fully paid shares, and the partly paid shares, the sum so applied on the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied pro-rata in proportion to the amount then already paid or credited as paid on the existing fully paid shares respectively.

(f) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

### **ACCOUNTS**

224. a) As required by Section 128 of the Act, the Company shall keep at its Registered Office proper Books of Account and other relevant books and papers and Financial Statement for every financial year.

Provided that all or any of the books of account aforesaid may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decides the Company shall, within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.

Provided further that the Company may keep such books of account or other relevant papers in electronic mode in accordance with the Act.

(b) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office, and proper summarized returns, made periodically shall be sent by the branch office of the Company to its Registered Office or other place as referred hereinabove.

(c) All the aforesaid books shall give a true and fair view of the state of affairs of the Company or its branch office, if any, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting.

(d) The Books of Account and other books and papers shall be open to inspection at the Registered Office of the Company or at such other place in India by any Director during business hours and in case of financial information, if any, maintained outside

India, copies of such financial information shall be maintained and produced for inspection by any Director as per the Act. Provided that inspection in respect of any subsidiary of the Company shall be done only by the person authorized in this behalf by a resolution of the Board.

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| Books of Account to be preserved                            | 225. The Books of Account of the Company relating to a period of not less than eight financial years immediately preceding the current financial year together with the vouchers relevant to any entry in such Books of Account shall be preserved in good order.  |
| Inspection by members of accounts and books of the Company  | 226. The Directors shall from time to time determine whether and what extent and what time and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being Directors and no member (not being Director) shall have any right of inspection any account or books or documents of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting. |
| Accounts to be furnished at General Meetings                | 227. At every Annual General Meeting, the Board shall lay before the Company a Balance Sheet and Profit and Loss Account made up in accordance with the provisions of Section 129 of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirements of Section 129, 134, 137 and Schedule III and any other relevant provisions of the Act so far as they are applicable to the Company.  |
| Directors' Report   | 228. There shall be attached to every Financial Statement laid before the Company a Report by the Board of Directors complying with the provisions of Section 134 of the Act.  |
| Rights of members to copies of Audited Financial Statements | 229. The Company shall comply with the requirements of Section 136 of the Act.   |

### ANNUAL RETURNS

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|------------------------|--|
| Annual Returns         | 230. The Company shall make and file the requisite Annual Returns in accordance with the provisions of Sections 92 and 93 of the Act.  |
| Accounts to be Audited | 231. Once at least in every year the Books of Account of the Company shall be examined by one or more auditors in accordance with the relevant provisions contained in that behalf in the Act. |

232. Save and except as provided in Section 130 and 131, every Account when audited and approved by a General Meeting shall be conclusive, except as to errors detected within three months.

Accounts when audited and approved to be conclusive

233. The appointment, qualifications, removal, powers, rights, duties and remuneration of the Auditors shall be regulated by and in accordance with Section 139 to 146 (both inclusive) and any other applicable provisions of the Act.

Appointment, powers, etc. of Auditors

### **DOCUMENTS AND SERVICE OF DOCUMENTS**

234. a) A document (which expression for this purpose shall be deemed to include and shall include any summons, notice requisition, order, declaration, form, and register maintained on paper or in electronic form) may be served or sent by the Company on or to any member either personally or sending it by post or speed post or registered post or courier service to him at his registered address or by electronic mode or (if he has no registered address in India) at the address, if any supplied by him to the Company.

Manner of Service

b) Where a document is sent by Post:

(i) service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, provided that a member may request the Company in advance that documents should be sent to him in a particular mode for which he shall pay such fees as may be determined by the Company in its Annual General Meeting; and

(ii) such service shall be deemed to have been effected;

a) in the case of a notice of meeting, at the expiration of forty eight hours after the letter containing the notice is posted; and

b) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

235. If a member has no registered address in India and has not supplied to the Company an address within India for the giving of notice to him, a document advertised in a newspaper circulating in the neighbour-hood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

Service on member having no registered address

Service on person acquiring shares on death or insolvency of member	236. A document may be served by the Company on the person entitled to a share in consequence of the death or insolvency of a Member sending it through post in a prepaid letter addressed to them by name or by the title of representative of the deceased or Assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or (until such as address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency has not occurred.
Persons entitled to notice of General Meetings	237. Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given: <p style="margin-left: 40px;">(a) to members of the Company, legal representative of any deceased member or the assignee of an insolvent member;</p> <p style="margin-left: 40px;">(b) to the Auditor or Auditors of the Company; and</p> <p style="margin-left: 40px;">(c) every Director of the Company.</p>
Advertisement	238. Subject to the provisions of the Act any document required to be served or sent by the Company on or to the members or any of them, and not expressly provided for by these presents shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in the district in which the Registered Office of the Company is situated.
Members bound by document given to previous holders	239. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every document in respect of such shares which previous to his name and address being entered on the Register, has been served on or sent to the person from whom he derives his title to such share.
Notice by Company and Signature thereto	240. Any document or notice to be given by the Company shall be signed by the Managing Director or Secretary or by such Director or Officer as the Directors may appoint and such signature may be written or printed or lithographed or may be in electronic form.
Service of notices by members	241. All documents or notices to be given and on the part of the members to the Company shall be sent by post or speed post or courier service or by registered post to the Registered Office of the Company or by electronic mode.

#### **AUTHENTICATION OF DOCUMENTS**

Authentication of document and proceedings	242. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring
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authentication by the Company or contracts made by or on behalf of the Company may be signed by any Key Managerial Personnel or an Officer of the Company duly authorized by the Board in this behalf.

#### **WINDING UP**

243. Subject to the provisions of the Act, if the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up Capital, such assets shall be distributed so that as nearly, as may be, the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital paid up at the commencement of the winding up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to rights of the holders of shares issued upon special terms and conditions.

Distribution of Assets

244. a) Subject to the provisions of the Act, if the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of special Resolution but subject to the rights attached to any preference share capital, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributors or any of them, as the liquidators, with the like sanction shall think fit.

b) If thought expedient any such division may, be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part in case any such division shall be determined, any contributory who would be prejudiced thereby shall have right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to the provisions of the Act.

c) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the

Distribution of assets in specie or kind

special resolution, by notice in writing, intimate to the Liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.

Right of Shareholders in case of sale

245. A special Resolution sanctioning a sale to any other company duly passed pursuant to the provisions of the Act may, subject to the provisions of the Act, in like manner as aforesaid determine that any shares or other consideration receivable by the liquidator be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members, subject to the rights of dissent, if any conferred by the Act.

### **SECURITY CLAUSE**

Secrecy Clause

246. (a) Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the account with individuals and in relation thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

(b) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or the Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature, of a trade secret, mystery of trade, or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Director or the Managing Director it will be inexpedient in the interest of the members of the Company to communicate to the public.

### **INDEMNITY AND RESPONSIBILITY**

Directors and others right to indemnity

247. a) Subject to the provisions of the Act every Director of the Company or the Managing Director, Manager, Secretary and other officer or employee of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified by the Company against, and it shall be the duty of the Directors out of funds of the Company to pay all costs,

losses and expenses (including traveling expenses) which any such Director, Managing Director, Manager, Secretary or other officer or employee and the trustees (if any) for the time being acting in relation to any of the affairs of the Company may incur or become liable to by reason of any contract entered into or any act, deed or thing done by him as such Director, Officer, employee or trustees or in any way in the discharge of his duties.

b) Provided that every Director, Managing Director, Manager, Secretary or other Officer or employee of the Company or the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified 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 given to him by the Court.

248. Subject to the provisions of the Act no Director, the Managing Director or other officer of the Company shall be liable for the acts, omissions, neglect or default of any Director or Officer or for jointly in any omission or other act for conformity or for any loss or expenses suffered by the Company through insufficiency or deficiency, of title to any property acquired by order of the Directors for or on behalf of the Company or for the 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 bankruptcy, insolvency, or tortuous act of any person Company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part or for any other loss or damages or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonestly.

Directors and other not responsible for acts of others

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

Special objective

General Power 250. Whenever in the Act, it has been provided that the Company shall have any right, privileges or authority or that the Company could carry out any transaction only if the Company is authorized by its Articles, then and in that case this regulation hereto authorizes and empowers the Company to have such rights, privilege or authority and to carry out such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.



**SPECIAL RESOLUTION PASSED BY THE MEMBERS AT THE COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS OF THE COMPANY HELD ON AUGUST 5, 2003:**

**Sub-Division of the Face Value of Equity Shares**

**“RESOLVED THAT** pursuant to provisions of Section 94 and other applicable provisions, if any, of the Companies Act, 1956 and subject to the sanction by the High Court of Judicature at Bombay of the Scheme of Arrangement presented to that Court in the Company Application No. 280 of 2003, the Issued, Subscribed and Paid-up Equity Share Capital of the Company comprising of 1,622,000 Equity Shares of the face value of Rs 100/- each, be sub-divided into 16,220,000 Equity Shares of the face value of Rs 10/- each and the Authorised Capital of the Company comprising of 1,630,000 Equity Shares of the face value of Rs. 100/- each be sub-divided into 16,300,000 Equity Shares of the face value of Rs. 10/- each, as an integral part of and as provided in the said Scheme of Arrangement, so however, that in this sub-division the proportion between the amount paid and the amount, if any, unpaid on each sub-divided share be the same as it was in the case of the share from which the sub-divided share will be derived.

**RESOLVED FURTHER THAT** pursuant to the provisions of Section 97 and other applicable provisions, if any, of the Companies Act, 1956, and Article 5 of the Articles of Association of the Company, consequential alterations be made to clause V of the Memorandum of Association and Article 4 of the Articles of Association of the Company so as to give effect to the sub-division of shares as above.”

**Increase in the Authorised Share Capital**

**"RESOLVED THAT** pursuant to the provisions of Section 97 and subject to the sanction by the High Court of Judicature at Bombay of the Scheme of Arrangement presented to that Court in the Company Application No. 280 of 2003 and other applicable provisions, if any, of the Companies Act, 1956, and Article 5 of the Articles of Association of the Company, the Authorised share capital of the Company be increased from Rs. 163,000,000/- to Rs.463,000,000/-.

**RESOLVED FURTHER THAT** pursuant to the increase of Authorised Capital as above and subject to the sanction by the High Court of Judicature at Bombay of the Scheme of Arrangement presented to that Court in the Company Application No. 280 of 2003, Clause V of the Memorandum of Association of the Company be and is hereby approved to be altered and read as under:

‘The Capital of the Company is Rs.463,000,000 /- (Rupees Forty Six Crores Thirty Lakhs Only) divided into 46,300,000 Equity Shares of the face value of Rs.10/- each with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privilege.’

and Clause 4 of the Articles of Association of the Company be and is hereby approved to be altered and read as under:

‘The authorised share capital of the Company is Rs.463,000,000/- (Rupees Forty Six Crores Thirty Lakhs Only) divided into 46,300,000 Equity Shares of the face value of Rs.10/- (Rupees Ten only) each.”

**SPECIAL RESOLUTION PASSED AT THE EXTRAORDINARY GENERAL MEETING OF THE MEMBERS OF THE COMPANY HELD ON 18<sup>TH</sup> MARCH, 2004:**

**Change of Name of the Company to Bayer CropScience Limited**

"**RESOLVED THAT** pursuant to the provisions of Section 21 of the Companies Act, 1956 and other applicable provisions, if any, and subject to the approval of the Central Government and other regulatory authorities, the name of the Company be changed from Bayer (India) Limited to Bayer CropScience Limited.

**RESOLVED FURTHER THAT** the name of Bayer (India) Limited wherever it occurs in the Memorandum & Articles of Association of the Company, be substituted with the new name Bayer CropScience Limited.

**RESOLVED FURTHER THAT** Mr. P. G. L. Dupont, Managing Director or Mr. J. Frick, Whole Time Director, or Shirin V. Balsara, Head - Legal & Company Secretary, be and are hereby severally authorised to sign the necessary applications/documents and to do all such acts, deeds, matters and things as may be deemed necessary to give effect to the aforesaid resolution."

**SPECIAL RESOLUTION PASSED BY THE MEMBERS BY POSTAL BALLOT ON 12<sup>TH</sup> SEPTEMBER, 2006:**

**Alteration in Object Clause and amendment to the Memorandum of Association of the Company**

**RESOLVED THAT** pursuant to the provisions of Sections 16, 17(1), 192(A) and all other applicable provisions, if any, of the Companies Act, 1956 (including any statutory modification(s) or re-enactment thereof, for the time being in force) and subject to the approval of the Registrar of Companies or such other authority, consent of the Members of the Company be and is hereby accorded to alter the Object Clause of the Memorandum of Association of the Company by inserting the following Clauses as Clause 29 and Clause 30 respectively after the existing Clause 28.

(29) To breed, develop, grow, raise, plant, cultivate, manufacture, produce, process, harvest, convert, pack, buy, sell, trade, stock, export, import and deal in all kinds of seeds, including hybrids and high yielding varieties, traits, seed extracts or derivatives from seed, grains, crop development, regulator and protection products, planting and farming materials, agricultural products, commodities, establish, develop, maintain and aid in the establishment, development and maintenance of breeding and product development stations, seed production farms, green houses, growing rooms, climate chambers, nurseries, farms, stores, including cold stores, outlets, shops, training centers, guidance centers, information centers for all kinds of seeds, planting material, agricultural products, produce and processes, processing facilities including dressing with seed, warehousing and distribution centers, quality control facilities, laboratories including facilities for marker assisted breeding and genetic modification of germplasm using biotechnology or other technology, gene expression, research stations, programmes for improvement of foundation stock of seeds, purchase, import, lease, repair, alter any plant, machinery, equipment, implements, tools and accessories.

(30) To carry on business in India as manufacturer, producer, seller, wholesaler, retailer, service provider, exporter, dealer and to undertake, execute and get executed any contracts or works involving supply or use of any materials, machinery, technology, skilled or unskilled labour or efficient use of the Company's assets, property, personnel and to carry on

research and development.

**RESOLVED FURTHER THAT** Mr. Stephan Gerlich, Vice Chairman & Managing Director or Mr. Christiance Kunze, Whole-Time Director or Shirin V. Balsara, General Counsel & Company Secretary of the Company, be and are hereby severally authorized to sign and file forms, make applications, represent the Company and to do all such acts, deeds, matters and things, as may be necessary towards undertaking the proposed amendment in the Object Clause of the Company including delegating the above powers to such person as they deem fit.”

**SPECIAL RESOLUTION PASSED AT THE 58<sup>TH</sup> ANNUAL GENERAL MEETING OF THE MEMBERS OF THE COMPANY HELD ON 12<sup>TH</sup> SEPTEMBER, 2016:**

“**RESOLVED THAT** pursuant to the provisions of Section 14 and all other applicable provisions of the Companies Act, 2013 read with the Companies (Incorporation) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), and subject to the necessary registration, approvals, consents, permissions and sanctions required, if any, by the Registrar of Companies, and any other appropriate authority and subject to such terms, conditions, amendments or modifications, the new Articles of Association be and is hereby approved and adopted as the Articles of Association of the Company in the place and in exclusion and substitution of the existing Articles of Association of the Company with effect from the date of this meeting.

**RESOLVED FURTHER THAT** the Board of Directors or the Company Secretary of the Company be and is hereby authorized to do all such acts, deeds, things and take all such steps as may be necessary to give effect to this resolution.

**RESOLVED FURTHER THAT** the Vice Chairman & Managing Director and Chief Executive Officer or Whole time Director & Chief Financial Officer or the Company Secretary of the Company be and are hereby severally authorized to sign and file the prescribed forms, returns, documents, applications and deeds with all authorities including the Registrar of Companies, Maharashtra, along with the requisite fees in respect of the adoption of the new Articles of Association.”

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Cr. Bayer & Co  
15=75  
6=50  
Total Rs. 21=25

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 684 OF 1999

CONNECTED WITH

COMPANY APPLICATION NO. 208 OF 1999

IN THE MATTER of the Companies Act, 1956;

AND

IN THE MATTER of Sections 391 to 394 of the Companies Act, 1956;

AND

IN THE MATTER of Bayer (India) Limited;

AND

IN THE MATTER of Scheme of Amalgamation of Jagat Chemicals Limited with Bayer (India) Limited.

Bayer (India) Limited, )  
 )  
a company incorporated under the )  
 )  
Companies Act, 1956 and having its )  
 )  
Registered office at Bayer House )  
 )  
Central Avenue, Hiranandani )  
 )  
Gardens, Powai, Mumbai - 400 076 ) ... Petitioner

Coram: Mr. S.S. Nijjar J.

Date: 26th October, 1999

UPON the Petition of Bayer (India) Limited, the Petitioner abovenamed solemnly declared on the 2nd day of July, 1999 and presented to this Hon'ble Court on the 3rd day of July, 1999 for sanction of the Compromise or Arrangement embodied in the Scheme of Amalgamation of Jagat Chemicals Limited (hereinafter referred to as "the Transferor Company" ) with Bayer (India) Limited (hereinafter referred to as "the Transferee Company" or "the Petitioner Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. Venkey Sreeram, Company Secretary of the Transferee Company, solemnly affirmed on the 2nd day of July, 1999 verifying the said Petition AND UPON READING the Affidavit of Mr. Chaitan Manbhai Maniar, solemnly affirmed on the 2nd day of August, 1999 proving the publication of Notice of the date of hearing of the Petition in the newspapers, namely, "The Free Press Journal", Mumbai edition dated the 24th day of July, 1999 and "Navshakti", Mumbai edition dated the 24th day of July, 1999 AND UPON READING the Affidavit of Mr. Bhagwan Vaman Sawant dated the 22nd day of July, 1999 proving service of the

notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Affidavit of Mr. Venkey Sreeram dated the 4th day of August, 1999 proving despatch of notice of hearing of the Petition to the individual unsecured creditors of the Petitioner Company whose claim exceeds Rs. 10,000/- AND UPON READING the Order dated the 15th day of April, 1999 passed by this Hon'ble Court in Company Application No. 208 of 1999 whereby the Transferee Company was ordered to convene meetings of of the shareholders holding equity shares, Secured Creditors and Non-Convertible Debenture Holders for the purpose of considering and, if thought fit, approving, with or without modification, the Compromise or Arrangement embodied in the proposed Scheme of Amalgamation of the Transferor Company with the Transferee Company, annexed as Exhibit "E" to the Affidavit dated the 13th day of April, 1999 of Mr. Venkey Sreeram, Company Secretary of the Transferee Company, in support of the said Company Application No.208 of 1999 AND meeting of Unsecured Creditors was dispensed with in view of the averments made in paragraph 28(a) and (b) and undertaking given by the Petitioner Company to give notice of hearing of the Petition to the individual Unsecured Creditors in the Affidavit in Support

of the Company Application No. 208 of 1999 AND UPON-READING the Affidavit of Mr. Venkey Sreeram dated the 9th day of June, 1999 proving publication of the Notice convening meeting of Equity Shareholders, Secured Creditors and Non-Convertible Debenture Holders in the issues of "The Free Press Journal", Mumbai Edition dated the 20th day of May, 1999, the "Navshakti", Mumbai edition dated the 20th day of May, 1999 AND UPON READING the Affidavit of Mr. Venkey Sreeram dated the 9th day of June, 1999 proving despatch of Notice convening meetings to individual Equity Shareholders, Secured Creditors and Non-Convertible Debenture Holders AND UPON READING the Report dated the 1st day of July, 1999 of Mr. Harish Vardhan Goenka, Chairman of the meetings of Equity Shareholders of the Transferee Company as to the result of the said meeting thereof AND UPON READING the Affidavit of the said Mr. Harish Vardhan Goenka, solemnly affirmed on the 1st day of July, 1999 verifying the said Reports AND IT APPEARS from the said Report of the Chairman of the meeting of the Equity Shareholders that the said Compromise or Arrangement embodied in the proposed Scheme of Amalgamation has been approved by the requisite majority in number and value of the shareholders of the Transferee Company present and voting in person or by proxy including representatives of bodies

corporate AND UPON READING the two Reports both dated 25th day of June, 1999 of Mr. John Walker, the Chairman of the meetings of Secured Creditors and Non-Convertible Debenture Holders as to the results of the said meetings AND UPON READING the two affidavits of Mr. John Walker both dated 25th day of June, 1999 verifying the said Reports AND IT APPEARS from the said Reports of the Chairman of the meeting of the Secured Creditors and Non-Convertible Debenture Holders that the said compromise or Arrangement embodied in the Scheme of Amalgamation has been approved by the requisite majority in number and value of the Secured Creditors and Non-Convertible Debenture Holders present at the respective meetings AND UPON HEARING Mr. Rahul Chitnis, Counsel, instructed by Crawford Bayley & Co., Advocates for the Transferee Company, Mr. C.J. Joy with Mr. G. Hariharan, Panel Counsel for the Regional Director, Department of Maharashtra, Company Affairs, Mumbai who submits to the order of the Court and no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same, THIS COURT DOETH HEREBY SANCTIONS the Compromise or Arrangement embodied in the proposed Scheme of Amalgamation of the Jagat Chemicals Limited, the Transferor Company with Bayer (India) Limited, the



Transferee Company as set forth in Exhibit "E" to the said Petition and in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE THAT the same shall with effect from the 1st day of January, 1999 (hereinafter referred to as the "Appointed Date") binding on all the members of the Petitioner Company and the Transferor Company ~~be binding on~~ ~~xxxx~~ AND THIS COURT DOTH ORDER that with effect from the Appointed Date the entire undertaking and business of the Transferor Company, as defined in the said Scheme shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the said Act, stand transferred to and vest in or be deemed to be transferred to and vested in the Petitioner without any further act, deed, matter or thing (save as provided hereunder) so as to become the property or liabilities of the Petitioner but subject to all charges affecting the same and all the movable assets of the Transferor Company shall be physically handed over by manual delivery to the Petitioner to the end and intent that the ownership and property therein passes to the Petitioner and the amounts lying with the Banks to the credit of the Transferor Company as of the Appointed Date shall also be transferred to the Petitioner and such delivery and transfer shall be made on a date to be mutually agreed upon between

the respective Board of Directors of the transferor Company and the Petitioner within thirty days from the date of the orders of the High Court, at Bombay, sanctioning the said scheme and on and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Petitioner be required, the reserves and the balance in the Profit & Loss Account of the Transferor Company will be merged with those of the Petitioner in the same form as they appear in the financial statements of the Transferor Company and in other words, the identity of the reserves and the balance in the Profit & Loss Account of the Transferor Company will be maintained in the hands of the Petitioner as on the Appointed Date AND THIS COURT DOETH FURTHER ORDER that with effect from the Appointed Date all the debts, liabilities, duties and obligations of the Transferor Company, in terms of the said Scheme of Amalgamation, without any further act or deed, be transferred to and vested in the Transferee Company, so as to become the debts, liabilities, duties and obligations of the Transferee Company AND THIS COURT DOETH FURTHER ORDER that all suits, actions and proceedings now pending and/or arising by or against the Transferor Company on or after the Appointed Date the same

shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the business as defined in the said Scheme but the proceedings may be continued, prosecuted and enforced by or against the Petitioner in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made AND THIS COURT DOTH FURTHER ORDER that employees if any ~~for and under Section 22X of~~ ~~XXXXXX that employees of~~ of the Transferor Company immediately preceding the Effective Date shall become the employees of the Petitioner on and from the Effective Date on the basis that their services shall be deemed to have been continuous and not have been interrupted by reason of the transfer of the business and that the terms and conditions of service applicable to such employees after such transfer shall not in any way be less favourable than those applicable to them immediately preceding the said transfer AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective no shares of the Transferee Company shall be issued or allotted in respect

of the holding of the Transferee Company in the Transferor Company and the Share Capital of the Transferor Company shall stand cancelled AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within 30 (Thirty) days from the date of sealing of the Order cause the certified copy of the Order to be delivered to and filed with the Registrar of Companies, Maharashtra, Mumbai, for registration AND upon such certified copy of Order being so filed the Transferor Company shall stand dissolved without winding up<sup>and</sup> the Registrar of Companies, Maharashtra, Mumbai, shall place all files, documents and records relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and shall consolidate the files and documents of the Transferor Company and the Transferee Company accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein and any other person, or persons interested therein, shall be at liberty to apply to this Hon'ble Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation sanctioned herein annexed as Schedule hereto in the above matter AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.1000/- (Rupees One Thousand only) to Regional Director,

Department of Company Affairs, Maharashtra. Mumbai,  
towards the costs of the Petition WITNESS SHRI  
YOGESH KUMAR SABHARWAL, the Chief Justice at Bombay  
aforesaid this 26th day of October, 1999.

By the Court

  
*[Signature]*  
for Prothonotary & Senior Master

*[Signature]*  
Scaler

Dated this 30<sup>th</sup> day of November, 1999

r, 1999

Order sanctioning of the Scheme )  
of Amalgamation drawn on the )  
Application of Messrs. Crawford )  
Bayley & Co., Advocates for the )  
Transferee Company having their )  
office at State Bank Buildings )  
N.G.N.Vaidya Marg, (Bank Street) )  
Fort. Mumbai 400 023 )

S C H E D U L E

SCHEDULE

SCHEME OF AMALGAMATION

OF

JAGAT CHEMICALS LIMITED

WITH

BAYER (INDIA) LIMITED

1. DEFINITIONS:

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

1.1 "JCL" or "the Transferor Company" means JAGAT CHEMICALS LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Bayer House, Hiranandani Gardens, Powai, Mumbai 400 076.

1.2 "BIL" or "the Transferee Company" means BAYER (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Bayer House, Hiranandani Gardens, Powai, Mumbai 400 076.

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

1.4 "The Appointed Date" means 1st January, 1999 or such other date as the High Court of Judicature at Mumbai may direct.

1.5 "The Effective Date" means the date on which certified copies of the orders of the High Court of Judicature at Mumbai vesting the assets, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Maharashtra, after obtaining all requisite consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto.

1.6 "Undertaking" shall mean and include:

(a) all the assets and rights of the Transferor Company as on the Appointed Date.

(b) all the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said liabilities")

(c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company's reserves, assets and rights, authorisations and the like and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, advantages, benefits and approvals.

1.7 "The Scheme" means this Scheme of Amalgamation in its present form or with any

modifications or amendments approved, imposed or directed by the High Court of Judicature at Mumbai.

2. SHARE CAPITAL:

2.1 The Authorised Share Capital of the Transferor Company is Rs.35,00,000/- divided into 3,50,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid-Up Share Capital is Rs.33,75,000/- divided into 3,37,500 Equity Shares of Rs.10/- each.

2.2 The Authorised Share Capital of the Transferee Company is Rs.16,30,00,000/- divided into 16,30,000 Equity Shares of Rs.100/- each. The Issued, Subscribed and Paid-up Share Capital is Rs.16,22,00,000/- divided into 16,22,000 Equity Shares of Rs.100/- each.

3. TRANSFER OF UNDERTAKING:

3.1 With effect from the opening of business as on the Appointed Date, the undertaking of the Transferor Company shall without any further act or deed be and the same shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act.

3.2 With effect from the Appointed Date, all the debts, liabilities, duties and obligations shall



be and stand transferred, without any further act or deed, to the Transferee Company, pursuant to the applicable provisions of the said Act, so as to become as from the Appointed Date the debts, liabilities, duties and the obligations of the Transferee Company.

4. CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, subsisting or having effect immediately before the Effective Date shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

5. LEGAL PROCEEDINGS

All legal and other proceedings by or against the Transferor Company, if any, pending on the Appointed Date and relating to the Undertaking, its duties, obligations and liabilities and covenants shall be continued and enforced by or against the Transferee Company.

6. OPERATIVE DATE OF SCHEME

The Scheme, although operative from the

Appointed Date, shall become effective from the Effective Date.

7. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE:

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

7.1 shall carry on and be deemed to carry on any or all its business and activities and stand possessed of its assets and rights for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be;

7.2 hereby undertakes to carry on its business, if any, until the Effective Date with reasonable diligence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business, if any.

7.3 shall not employ any personnel as its employees except in the ordinary course of business.

7.4 shall not, without the written consent of the Transferee Company, undertake any new business.

8. NO ISSUE OF SHARES BY TRANSFEREE COMPANY:

The Transferor Company is a wholly owned subsidiary of the Transferee Company and the Transferee Company beneficially holds all the shares issued by the Transferor Company either by itself or jointly with its nominees. On the amalgamation of the Transferor Company with the Transferee Company, no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Company and the share capital of Transferor Company shall stand cancelled.

9. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES:

9.1 The Transferor Company has not declared any dividend for the period from the 1st January, 1998 to the 31st December, 1998.

9.2 The Transferor Company shall not declare any dividend for the period commencing from and after the 1st January, 1999 without the prior written consent of the Transferee Company in that behalf.

9.3 Subject to the provisions of this Scheme, the profits of the Transferor Company for the period beginning from the 1st January, 1999 shall belong to and be the profits of the Transferee Company and shall be available to the Transferee Company for being disposed of in any manner as it thinks fit.

including declaration of dividend by the Transferee Company in respect of its Accounting/Financial Year ending the 31st December, 1999 or any such year thereafter.

9.4 The Transferor Company shall not issue or allot any rights, bonus shares out of its Authorised or unissued Share Capital for the time being.

10. APPLICATIONS TO HIGH COURT:

The parties hereto shall, with all reasonable despatch, make applications under Sections 391 and 394 and other applicable provisions, if any, of the said Act to the High Court of Judicature at Mumbai for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding-up.

11. MODIFICATIONS/AMENDMENTS TO THE SCHEME:

11.1 The Transferor Company and the Transferee Company through their Directors may consent on behalf of all persons concerned to any modifications or amendments of this Scheme or to any conditions which the Court and/or any other authorities under law may deem fit to approve, impose or direct or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise

for carrying out or implementing the Scheme and to do and perform all such other and further acts, deeds, matters and things as may be necessary, desirable, expedient or appropriate for putting the Scheme into effect.

11.2 For the purpose of giving effect to this Scheme or to any modification or amendment thereof, the Directors of the Transferee Company shall be authorised to give such directions and/or to take such other steps as may be necessary, desirable, appropriate or expedient including any directions for settling any question or doubt or difficulty whatsoever that may arise.

12. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS:

This Scheme is conditional on and subject to:

12.1 the sanction or approval of the authorities concerned being obtained and granted in respect of any of the matters in respect of which any such sanction or approval be required.

12.2 the approval to the Scheme by the requisite majorities of the members of the Transferor Company and Creditors of the members of the Transferee Company.

12.3 the requisite Resolutions under the applicable provisions of the said Act being passed by the Shareholders of the Transferee

Company for any of the matters provided for or relating to the Scheme as may be necessary or desirable.

12.4 the sanctions of the High Court of Judicature at Mumbai under Sections 391 and 394 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained.

13. EFFECT OF NON RECEIPT OF APPROVALS OR SANCTIONS:

In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the High Court and/or the order or orders not being passed as aforesaid on or before the 31st day of December, 1999 or within such further period or periods as may be agreed upon between the Transferor Company by its Directors and the Transferee Company by its Directors, this Scheme shall become null and void, and each party shall bear its respective cost, charges and expenses in connection with the scheme of amalgamation.

14. EXPENSES CONNECTED WITH THE SCHEME:

All costs, charges and expenses of the Transferor Company and Transferee Company respectively in relation to and in connection with

this Scheme and of carrying out and completing the terms and provisions of this Scheme and/or incidental to the completion of amalgamation of the Undertaking of the Transferor Company pursuant to this Scheme shall be borne and paid solely and exclusively by the Transferee Company.

.....  
scheme

CERTIFIED TO BE A TRUE COPY  
This 1st day of Dec. 1999

*[Signature]*  
Sgt. Prothonotary and Senior Master

IN THE HIGH COURT OF JUDICATURE  
AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY PETITION NO. 684 OF 1999-  
CONNECTED WITH  
COMPANY APPLICATION NO. 208 OF 1999

IN THE MATTER of the Companies Act,  
1956;

AND

IN THE MATTER of Sections 391 to 394  
of the Companies Act, 1956;

AND

IN THE MATTER of Bayer (India) Limited

AND

IN THE MATTER of Scheme of  
Amalgamation of Jagat Chemicals  
Limited with Bayer (India) Limited

Bayer (India) Limited  
... Petitioner

CERTIFIED COPY OF

Order Sanctioning the Scheme  
of Amalgamation

Dated this 26th day of October, 1999

Filed this 30<sup>th</sup> day of November, 1999

Messrs. Crawford Bayley & Co  
Advocates for the Petitioner:  
Company having its office at  
State Bank Buildings, N.G.N.  
Vaidya Marg, Mumbai 400 023.

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Cr. By 1/1/20  
Account Cr. No. 1570  
Address : Cr. Co.  
Tel. No. : 21700

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY PETITION NO. 683 OF 1999  
CONNECTED WITH  
COMPANY APPLICATION NO. 207 OF 1999

IN THE MATTER of the Companies  
Act, 1956;

AND

IN THE MATTER of Sections 391 to  
394 of the said Act;

AND

IN THE MATTER of Jagat Chemicals  
Limited;

AND

IN THE MATTER of the Scheme of  
Analgamation of Jagat Chemicals  
Limited with Bayer (India) Limited

Jagat Chemicals Limited )  
a company incorporated under the )  
Companies Act, 1956 and having )  
its Registered Office at Bayer )  
House, Central Avenue, Hiranandani )  
Gardens, Powai, Mumbai - 400 076. ) Petitioner

(r Coram: xx. S.S. Nijjar J.

Date: 26th October, 1999

UPON the Petition of Jagat Chemicals Limited the  
Petitioner Company abovenamed solemnly declared on the  
2nd day of July, 1999 and presented to this Hon'ble  
Court on the 3rd day of July, 1999 for sanction of the  
Compromise or Arrangement embodied in the proposed  
Scheme of Amalgamation of Jagat Chemicals Limited,  
(hereinafter referred to as "the Transferor Company" or  
"the Petitioner Company") with Bayer (India) Limited  
(hereinafter referred to as "the Transferee Company")  
and for other consequential reliefs as mentioned in the  
Petition AND the said Petition being this day called on  
for hearing and final disposal AND UPON READING the said  
Petition and the Affidavit of Mr. Jayant Vishnu  
Athavale, the Constituted Attorney of the Transferor  
Company, solemnly <sup>affirmed</sup> ~~xxxxx~~ on the 2nd day of July, 1999  
verifying the said Petition AND UPON READING the two  
Affidavits of Mr. Bhagwan Vaman Sawant, Clerk in the  
Office of Messrs. Crawford Bayley & Co., Advocates for  
the Petitioner Company both dated 22nd day of July,  
1999 proving service of Notice of the date of hearing

of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court; Bombay AND UPON READING the Order Dated the 8th day of July, 1999 whereby publication of the notice of hearing of the Petition in the Newspapers and Maharashtra Government Gazette is dispensed with in view of the averments made in paragraphs 33 and 34 of the Petition and individual notice to creditors was also dispensed with in view of averment made in para 37(b) of the Petition stating that as on 30th June, 1999 Petitioner had no secured and/or unsecured creditors AND UPON READING the Order dated the 15th day of April, 1999 passed by this Hon'ble Court in Company Application No.207 of 1999 whereby the convening and holding of the meetings of the Equity Shareholders of the Petitioner Company for the purpose of considering and, if thought fit, approving, with or without modification, the Compromise or Arrangement embodied in the proposed Scheme of Amalgamation of the Transferor Company with the Transferee Company, annexed as Exhibit "E" to the Affidavit dated the 13th day of April, 1999 of Mr. Jayant Vishnu Athavale, Constituted Attorney of the Transferor Company in support of the said Company Application No. 207 of 1999 was dispensed with in view of the consent in writing given by all the Equity Shareholders annexed as Exhibits "F" and "G" to the Affidavit in support of the Company Application No. 207 of 1999 AND meeting of Unsecured Creditors of the Petitioner Company was also dispensed with in view

of the averments and undertaking given by Petitioner Company to give notice of hearing to individual Unsecured Creditors in paragraph 29 and 30 of the Affidavit in Support of the Company Application No. 207 of 1999 AND UPON READING the Report of the Official Liquidator High Court, Bombay dated the 13th day of October, 1999 wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON HEARING Mr. Rahul Chitnis, Counsel, instructed by Crawford Bayley & Co., Advocates for the Transferor Company, and Mr. C.J. Joy with Mr. G. Hariharan, Panel Counsel for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court AND Mr. S.C. Gupta, Deputy Official Liquidator, High Court, Bombay who also submits to the Order of the Court and no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same, THIS COURT DOETH HEREBY SANCTIONS the Compromise or Arrangement embodied in the proposed Scheme of Amalgamation of the Jagat Chemicals Limited, the Transferor Company with Bayer (India) Limited, the Transferee Company as set forth in Exhibit "E" to the said Petition and in the Schedule hereto AND THIS COURT

DOTH HEREBY DECLARE THAT the same shall with effect from the 1st day of January, 1999 (hereinafter referred to as "the Appointed Date") binding on all the members of the Petitioner Company and the Transferee Company AND THIS COURT DOTH ORDER that with effect from the Appointed Date the entire undertaking and business of the Transferor Company as defined in the Scheme of Amalgamation shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company without any further act, deed, matter or thing (save as provided hereunder) so as to become the property or liabilities of the transferee Company but subject to charges, if any, affecting the same <sup>and</sup> all the movable assets of the Petitioner shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the ownership and property therein passes to the Transferee Company and the amounts lying with the Banks to the credit of the Petitioner as of the Appointed Date shall also be transferred to the Transferee Company and such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors of the Petitioner and the Transferee Company within thirty days from the date of

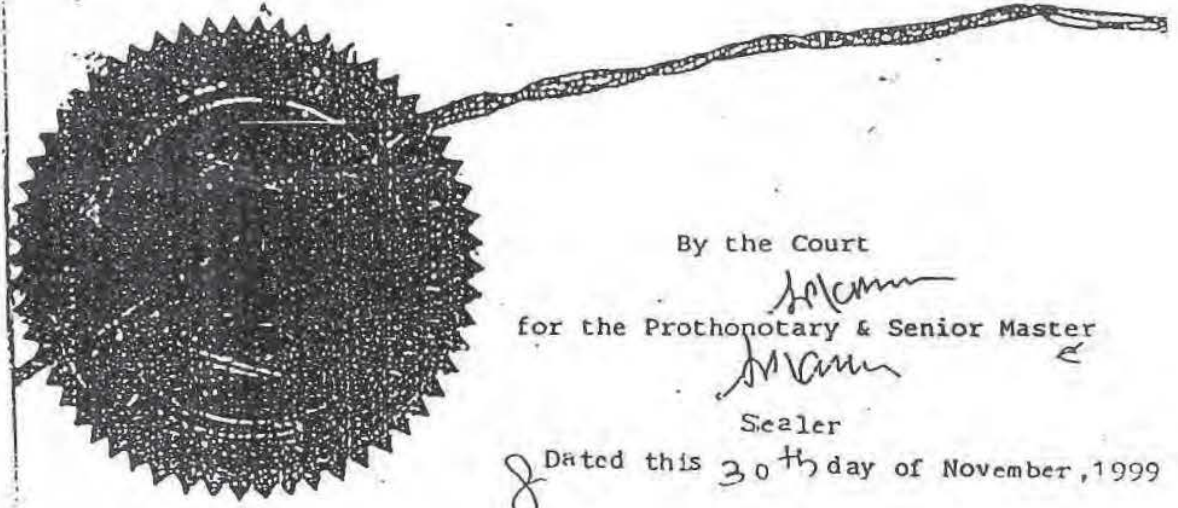
the sealing of the Order of the High court at Bombay, sanctioning the said Scheme and on and from the Appointed Date, and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, the reserve and the balance in the Profit & Loss Account of the Petitioner will be merged with those of the Transferee Company in the same form as they appear in the financial statements of the Petitioner and in other words, the identity of the reserves and the balance in the Profit & Loss Account of the Petitioner will be maintained in the hands of the Transferee Company as on the Appointed Date AND THIS COURT DOETH FURTHER ORDER THAT /with effect from the Appointed Date all the debts, liabilities, duties and obligations of the Transferor Company, in terms of the said Scheme of Amalgamation, without any further act or deed, be transferred to and vest in the Transferee Company, so as to become the debts, liabilities, duties and obligations of the Transferee Company AND THIS COURT DOETH FURTHER ORDER that all suits, actions and proceedings now pending and/or arising by or against the Transferor Company on or after the Appointed date /the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the business as defined in the said

Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made AND THIS COURT DOTH FURTHER ORDER that employees, if any, of the Petitioner Company immediately preceding the Effective Date as defined in the said Scheme shall become the employees of the Transferee Company on and from the Effective Date on the basis that their services shall be deemed to have been continuous and not have been interrupted by reason of the transfer of the business and that the terms and condition of services applicable to such employees after such transfer shall not in any way be less favourable than those applicable to them immediately preceding <sup>the said transfer</sup> AND THIS COURT DOTH, FURTHER ORDER that upon the Scheme becoming effective no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Company and the share capital of the Transferor Company shall stand cancelled AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the Petitioner Company shall stand dissolved without winding-up AND THIS COURT DOTH FURTHER ORDER that the

Petitioner Company do within 30 (thirty) days from the date of the sealing of the Order cause the certified copy of the Order to be delivered to and filed with the Registrar of Companies, Maharashtra, Mumbai, for registration AND upon such certified copy of the Order being so filed, the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai shall place all the files, documents and records relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and shall consolidate the files and documents of the Petitioner Company and the Transferee Company accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein and any other person, or persons interested therein, shall be at liberty to apply to this Hon'ble Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation sanctioned herein annexed as Schedule hereto in the above matter AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.1,000/- (Rupees One Thousand only) each to Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High



Court, Bombay towards the costs of the Petition WITNESS  
SHRI YOGESH KUMAR SABHARWAL, the Chief Justice at Bombay  
aforesaid this 26th day of October, 1999.



By the Court  
*[Signature]*  
for the Prothonotary & Senior Master  
*[Signature]*  
Sealer  
Dated this 30<sup>th</sup> day of November, 1999

Order sanctioning of the Scheme )  
of Amalgamation drawn on the )  
Application of Messrs. Crawford )  
Bayley & Co., Advocates for the )  
Transferor Company having their )  
office at State Bank Buildings )  
N.G.N. Vaidya Marg, (Bank Street) )  
Fort. Mumbai 400 023 )

SCHEDULE

SCHEDULE

SCHEME OF AMALGAMATION

OF

JAGAT CHEMICALS LIMITED

WITH

BAYER (INDIA) LIMITED

1. DEFINITIONS:

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

1.1 "JCL" or "the Transferor Company" means JAGAT CHEMICALS LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Bayer House, Hiranandani Gardens, Powai, Mumbai 400 076.

1.2 "BIL" or "the Transferee Company" means BAYER (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Bayer House, Hiranandani Gardens, Powai, Mumbai 400 076.

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

1.4 "The Appointed Date" means 1st January, 1999 or such other date as the High Court of Judicature at Mumbai may direct.

1.5- "The Effective Date" means the date on which certified copies of the orders of the High Court of Judicature at Mumbai vesting the assets, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Maharashtra, after obtaining all requisite consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto.

1.6 "Undertaking" shall mean and include:

(a) all the assets and rights of the Transferor Company as on the Appointed Date.

(b) all the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said liabilities")

(c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company's reserves, assets and rights, authorisations and the like and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, advantages, benefits and approvals.

1.7 "The Scheme" means this Scheme of Amalgamation in its present form or with any

modifications or amendments approved, imposed or directed by the High Court of Judicature at Mumbai.

2. SHARE CAPITAL:

2.1 The Authorised Share Capital of the Transferor Company is Rs.35,00,000/- divided into 3,50,000 Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid-Up Share Capital is Rs.33,75,000/- divided into 3,37,500 Equity Shares of Rs.10/- each.

2.2 The Authorised Share Capital of the Transferee Company is Rs.16,30,00,000/- divided into 16,30,000 Equity Shares of Rs.100/- each. The Issued, Subscribed and Paid-up Share Capital is Rs.16,22,00,000/- divided into 16,22,000 Equity Shares of Rs.100/- each.

3. TRANSFER OF UNDERTAKING:

3.1 With effect from the opening of business as on the Appointed Date, the undertaking of the Transferor Company shall without any further act or deed be and the same shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act.

3.2 With effect from the Appointed Date, all the debts, liabilities, duties and obligations shall

be and stand transferred, without any further act or deed, to the Transferee Company, pursuant to the applicable provisions of the said Act, so as to become as from the Appointed Date the debts, liabilities, duties and the obligations of the Transferee Company.

4. CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, subsisting or having effect immediately before the Effective Date shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

5. LEGAL PROCEEDINGS

All legal and other proceedings by or against the Transferor Company, if any, pending on the Appointed Date and relating to the Undertaking, its duties, obligations and liabilities and covenants shall be continued and enforced by or against the Transferee Company.

6. OPERATIVE DATE OF SCHEME

The Scheme, although operative from the

Appointed Date, shall become effective from the Effective Date.

7. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE:

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

7.1 shall carry on and be deemed to carry on any or all its business and activities and stand possessed of its assets and rights for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be;

7.2 hereby undertakes to carry on its business, if any, until the Effective Date with reasonable diligence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business, if any.

7.3 shall not employ any personnel as its employees except in the ordinary course of business.

7.4 shall not, without the written consent of the Transferee Company, undertake any new business.

8. NO ISSUE OF SHARES BY TRANSFEREE COMPANY:

The Transferor Company is a wholly owned subsidiary of the Transferee Company and the Transferee Company beneficially holds all the shares issued by the Transferor Company either by itself or jointly with its nominees. On the amalgamation of the Transferor Company with the Transferee Company, no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Company and the share capital of Transferor Company shall stand cancelled.

9. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES:

9.1 The Transferor Company has not declared any dividend for the period from the 1st January, 1998 to the 31st December, 1998.

9.2 The Transferor Company shall not declare any dividend for the period commencing from and after the 1st January, 1999 without the prior written consent of the Transferee Company in that behalf.

9.3 Subject to the provisions of this Scheme, the profits of the Transferor Company for the period beginning from the 1st January, 1999 shall belong to and be the profits of the Transferee Company and shall be available to the Transferee Company for being disposed of in any manner as it thinks fit

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including declaration of dividend by the Transferee Company in respect of its Accounting/Financial Year ending the 31st December, 1999 or any such year thereafter.

9.4 The Transferor Company shall not issue or allot any rights, bonus shares out of its Authorised or unissued Share Capital for the time being.

10. APPLICATIONS TO HIGH COURT:

The parties hereto shall, with all reasonable despatch, make applications under Sections 391 and 394 and other applicable provisions, if any, of the said Act to the High Court of Judicature at Mumbai for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding-up.

11. MODIFICATIONS/AMENDMENTS TO THE SCHEME:

11.1 The Transferor Company and the Transferee Company through their Directors may consent on behalf of all persons concerned to any modifications or amendments of this Scheme or to any conditions which the Court and/or any other authorities under law may deem fit to approve, impose or direct or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise



for carrying out or implementing the Scheme and to do and perform all such other and further acts, deeds, matters and things as may be necessary, desirable, expedient or appropriate for putting the Scheme into effect.

11.2 For the purpose of giving effect to this Scheme or to any modification or amendment thereof, the Directors of the Transferee Company shall be authorised to give such directions and/or to take such other steps as may be necessary, desirable, appropriate or expedient including any directions for settling any question or doubt or difficulty whatsoever that may arise.

12. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS:

This Scheme is conditional on and subject to:

12.1 the sanction or approval of the authorities concerned being obtained and granted in respect of any of the matters in respect of which any such sanction or approval be required.

12.2 the approval to the Scheme by the requisite majorities of the members of the Transferor Company and Creditors of the members of the Transferee Company.

12.3 the requisite Resolutions under the applicable provisions of the said Act being passed by the Shareholders of the Transferee

Company for any of the matters provided for or relating to the Scheme as may be necessary or desirable.

12.4 the sanctions of the High Court of Judicature at Mumbai under Sections 392 and 394 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained.

13. EFFECT OF NON RECEIPT OF APPROVALS OR SANCTIONS:

In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the High Court and/or the order or orders not being passed as aforesaid on or before the 31st day of December, 1999 or within such further period or periods as may be agreed upon between the Transferor Company by its Directors and the Transferee Company by its Directors, this Scheme shall become null and void, and each party shall bear its respective cost, charges and expenses in connection with the scheme of amalgamation.

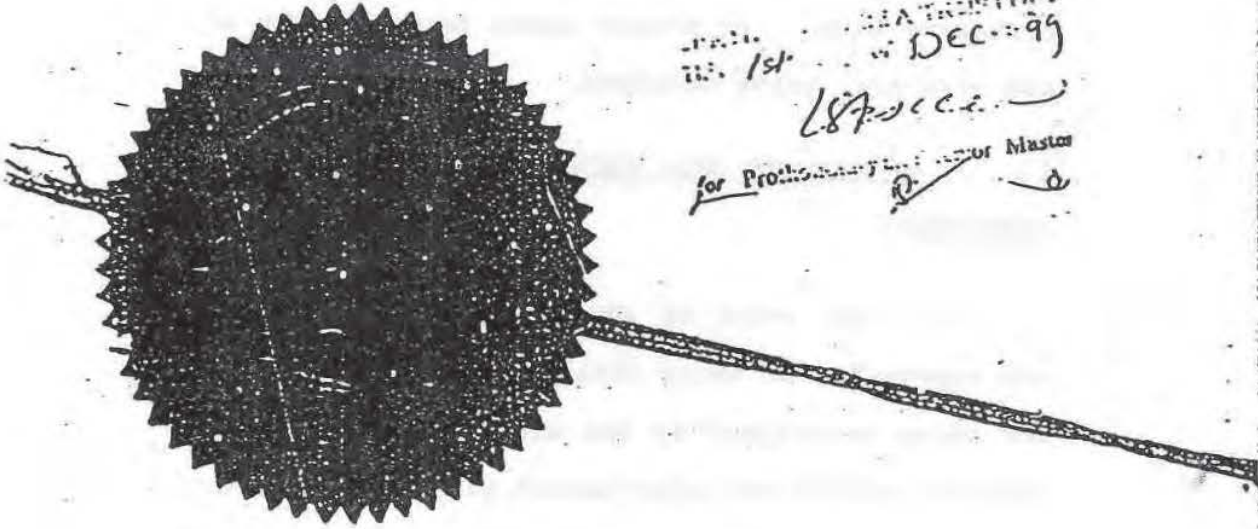
14. EXPENSES CONNECTED WITH THE SCHEME:

All costs, charges and expenses of the Transferor Company and Transferee Company respectively in relation to and in connection with

this Scheme and of carrying out and completing the terms and provisions of this Scheme and/or incidental to the completion of amalgamation of the Undertaking of the Transferor Company pursuant to this Scheme shall be borne and paid solely and exclusively by the Transferee Company.

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scheme



DEC-99  
for Proclamation of the Master

HIGH COURT

O. O. C. J.

COMPANY PETITION NO. 683 OF 1999

CONNECTED WITH

COMPANY APPLICATION NO. 207 OF 1999

IN THE MATTER of the Companies  
Act, 1956;

AND

IN THE MATTER of Sections 391 to  
394 of the said Act;

AND

IN THE MATTER of Jagat Chemicals  
Limited;

AND

IN THE MATTER of the Scheme of  
Amalgamation of Jagat Chemicals  
Limited with Bayer (India) Limited

Jagat Chemicals Limited

...Petitioner

**GENERAL COPY OF**

Order Sanctioning the Scheme  
of Amalgamation

Dated this 26th day of October, 1999

Filed this 30<sup>th</sup> day of November, 1999

Crawford Bayley & Co  
Advocates for the Petitioner  
Company having its office at  
State Bank Buildings  
N G N Vaidya Marg  
FORT. MUMBAI 400 023

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Rajesh Shek Edo

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Total Rs. - 19.50

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 674 OF 2003

CONNECTED WITH

COMPANY APPLICATION NO. 279 OF 2003.

In the matter of the Companies Act, 1956 (1  
of 1956);

AND

In the matter of Sections 391 to 394 of the  
Companies Act, 1956;

AND

In the matter of Scheme of Arrangement  
between Bayer Cropscience India Limited  
and BAYER (INDIA) LIMITED

Bayer Cropscience India Limited, a Company )  
incorporated under the Companies Act, 1956 )  
having its Registered Office at Hoechst )  
House, 5<sup>th</sup> Floor, 193 Backbay Reclamation, )  
Nariman Point, Mumbai - 400 021. )....Petitioner Company

Coram: S Radhakrishnan J.

Date : 7<sup>th</sup> October 2003

UPON the Petition of Bayer Cropscience India Limited, the Petitioner Company  
abovenamed, presented to this Honourable Court on 22<sup>nd</sup> day of August, 2003 for  
sanction of the Scheme of Arrangement between Bayer Cropscience India Limited  
(hereinafter referred to as "the Petitioner Company" or "the Transferor Company" or  
"BCIL") and BAYER (INDIA) LIMITED (hereinafter referred to as "the Transferee  
Company" or "BIL") AND for other consequential reliefs as mentioned in the Petition  
AND the said Petition being this day called on for hearing and final disposal AND  
UPON READING the said Petition and the Affidavit of Mr. S Hariharan, Company

Secretary of the Petitioner Company solemnly affirmed on 22<sup>nd</sup> day of August 2003, verifying the said Petition AND UPON READING the affidavit of Mr. S Hariharan, Company Secretary of the Petitioner Company solemnly affirmed dated 6<sup>th</sup> day of business

October 2003 for hive off of the non-cropscience of the Transferee Company AND UPON READING the affidavit of Mr. Hanmant Jadhav, clerk in the office of M/s. & Co.

Rajesh Shah/Advocates for the Petitioner Company dated 23<sup>rd</sup> day of September 2003 proving publication of the notice of the date of hearing of the Petition in the issue of "Economic Times" dated 18<sup>th</sup> day of September, 2003 and "Maharashtra Times" dated 18<sup>th</sup> day of September 2003 and also proving service of notice of of Petition

hearing upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the order dated 27<sup>th</sup> day of June 2003, made by this

Hon'ble Court in Company Application No. 279 of 2003 whereby the Petitioner Company was directed to convene meetings of the Equity Shareholders and

Unsecured Creditors of the Petitioner Company to consider and approve the proposed Scheme of Arrangement between Bayer Cropscience India Limited, the

Petitioner Company and BAYER (INDIA) LIMITED, the Transferee Company and the convening and holding of the meeting of the Secured Creditors of the Petitioner

Company to consider and approve the proposed Scheme of Arrangement between Bayer Cropscience India Limited, the Petitioner Company and BAYER (INDIA)

LIMITED, the Transferee Company was dispensed with in view of the consent given by all the secured creditors which are annexed as Exhibit 'A' to 'C' to the affidavit of

Mr. S. Hariharan dated 27<sup>th</sup> day of June 2003 AND UPON READING the affidavit of Mr. Subhash Raghunath Gupte, one of the Chairman appointed for the meetings of

the Equity shareholders and Unsecured Creditors of the Petitioner Company dated 24<sup>th</sup> day of July, 2003 proving publication of the notice convening meetings of the

Equity Shareholders and Unsecured Creditors of the Petitioner Company in the issue of the "Economic Times" dated 8<sup>th</sup> day of July 2003 and "Maharashtra Times"

dated 8<sup>th</sup> day of July, 2003 and also proving despatch of notice convening meeting to the individual Equity Shareholders and Unsecured Creditors AND UPON

READING the report, dated 17<sup>th</sup> day of August 2003 of Dr. Vijay Mallya, the Chairman of the meeting of the Equity Shareholders and the report dated 22<sup>nd</sup> day of

August, 2003 of Mr. V. Sagar Kaushik, Chairman of the meeting of the Unsecured

Creditors as to the results of the said meetings AND UPON READING the affidavits of Dr. Vijay Mallya, Chairman of the meeting of the Equity shareholders and Mr. V. Sagar Kaushik Chairman of the meeting of the Unsecured creditors dated 17<sup>th</sup> day of August 2003 and 22<sup>nd</sup> day of August 2003 respectively verifying the said reports AND IT APPEARS from the reports of the Chairman of the meetings of Equity Shareholders and Unsecured Creditors of the Petitioner Company that the arrangement embodied in the Scheme of Arrangement between Bayer Cropscience India Limited, the Petitioner Company and BAYER (INDIA) LIMITED, the Transferee Company, being Exhibit "E" to the said Petition and also in the Schedule hereto has been approved unanimously by all the equity shareholders and the Unsecured Creditors present at their respective meetings AND UPON READING the affidavit dated 6<sup>th</sup> day of October, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme of Arrangement is not prejudicial to the interest of the creditors and shareholders of the Petitioner Company AND UPON READING the report dated 6<sup>th</sup> day of October, 2003 of the Official Liquidator, High Court, Bombay wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON HEARING Mr. Virag Tulzapurkar, Counsel instructed by Mr. Rajesh I. Shah of M/s. Rajesh Shah & Co., Advocates for the Petitioner Company and Mr. R.C. Master, with Mr. D.A.Dube, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company affairs, Maharashtra, Mumbai, who appears in pursuance of the notice herein dated 28<sup>th</sup> day of August 2003 under Section 394(A) of the Companies Act, 1956 and submits to the Order of the Court AND Shri S.R.Kom, the Official Liquidator, High Court, Bombay who appears in pursuance of the notice herein dated 28<sup>th</sup> day of August, 2003 under Section 394 (1) of the Companies Act, 1956 and submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the petition appearing this day either in support of the petition or to show cause against the same THIS COURT DOETH HEREBY SANCTION the proposed Scheme of Arrangement between Bayer Cropscience India Limited, the Petitioner Company and BAYER (INDIA) LIMITED, the Transferee Company, as set forth in Exhibit 'E' to the said Petition and also in the Schedule hereto AND THIS COURT DOETH

HEREBY DECLARE that the said Scheme of Arrangement be binding on the  
 Petitioner Company and the Transferee Company and also their respective  
 members / shareholders and creditors AND THIS COURT DOTH FURTHER  
 ORDER THAT with effect from the 1<sup>st</sup> day of April, 2003, (hereinafter referred to as  
 'the Appointed Date'), the Undertaking of the Petitioner Company shall, pursuant to  
 the provisions contained in Section 394 of the Companies Act, 1956 and other  
 applicable provisions of the Act, stand transferred to and vested in or be deemed to  
 be transferred to and <sup>vested</sup> ~~vest~~ in the Transferee Company as a going concern  
 without any further act, deed, matter or thing so as to become on the Appointed  
 Date, the assets (subject to encumbrances and charges, if any, existing thereon) or  
 liabilities of the Transferee Company and provided always that the Scheme shall not  
 operate to enlarge the scope of security for any loan, deposit or facility availed of by  
 the Petitioner Company and the Transferee Company shall not be obliged to create  
 or provide any further or additional security therefor after the Effective Date or  
 otherwise AND THIS COURT DOTH FURTHER ORDER THAT with effect from the  
 Appointed Date all the debts, liabilities, contingent liabilities duties and obligations of  
 the Petitioner Company shall, pursuant to the Orders of the High Court at Bombay  
 under Section 394 and other applicable provisions of the Act and without any further  
 act or deed, be also transferred or deemed to be transferred to and be assumed by  
 the Transferee Company, so as to become as from the Appointed Date the debts,  
 liabilities, duties and obligations of the Transferee Company on the same terms and  
 conditions as were applicable to the Petitioner Company <sup>AND DOTH</sup> THIS COURT <sup>FURTHER</sup>  
 ORDER THAT subject to the other provisions of the Scheme, all contracts, deeds,  
 bonds, agreements including the contracts for tenancies and licence arrangements  
 and other instruments of whatsoever nature to which the Petitioner Company is a  
 party subsisting or having effect immediately before or after the Effective Date shall  
 remain in full force and effect against or in favour of the Transferee Company and  
 shall be binding on and be enforceable against the Transferee Company as fully  
 and effectually as if it had at all material times been a party thereto AND THIS  
 COURT DOTH FURTHER ORDER THAT all legal proceedings of whatsoever  
 nature by or against the Petitioner Company pending and/or arising at the Appointed  
 Date, as and from the Effective Date shall not abate or be discontinued or be in any

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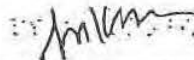


way prejudicially affected by reason of the amalgamation or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Petitioner Company AND THIS COURT DOOTH FURTHER ORDER THAT upon the Scheme becoming finally effective and after giving effect to sub-division of share capital of the Transferee Company, in consideration of the transfer and vesting of the Undertaking of the Petitioner Company in the Transferee Company in terms of the Scheme, the Transferee Company shall, without any further application, act or deed, issue and allot at par 5 (Five) equity shares of Rs 10/- each credited as fully Paid up in the capital of the Transferee Company to every equity shareholder of the Petitioner Company whose name appears in the Register of Members on the Record Date for every 3 (Three) equity shares of Rs. 10/- each held by the said shareholder in the Petitioner Company, in the electronic form for those shareholders who hold the shares in the electronic form and by issue of share certificates for those shareholders who hold the shares in physical form and the Equity Shares when issued and allotted by the Transferee Company in terms of the Scheme shall rank for dividend, voting rights and in all other respects pari passu with the existing equity shares of the Transferee Company and no fractional Certificates/ coupons shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Petitioner Company may be entitled on issue and allotment of the equity shares of the Transferee Company as aforesaid and the Board of Directors of the Transferee Company shall instead consolidate all such fractional entitlements to which the shareholders of the Petitioner Company may be entitled on issue and allotment of the equity shares of the Transferee Company as aforesaid and thereupon issue and allot equity shares in lieu thereof to a Director or an Officer respectively of the Transferee Company with the express understanding that such Director or Officer to whom such equity shares are issued and allotted shall hold the same in trust for those entitled to the fractions and sell the same in the market at the best available price and pay to the Transferee Company, the net sale proceeds thereof whereupon the Transferee Company shall, subject to the approval of the Reserve Bank of India, wherever required, and subject to withholding tax, if any,

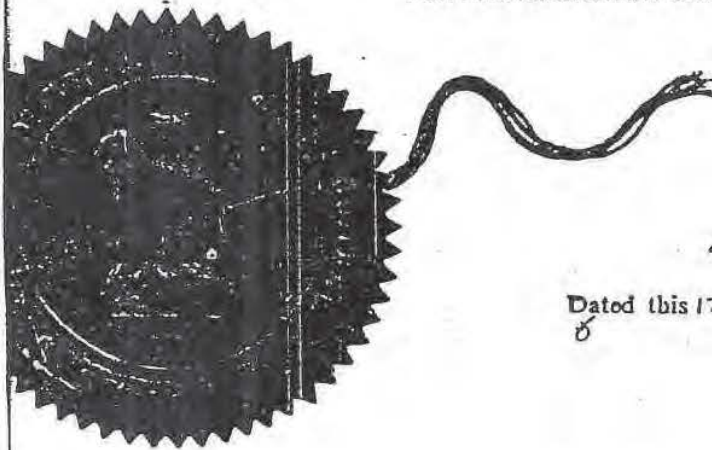
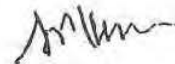
distribute such net sale proceeds to the shareholders of the Petitioner Company in proportion to their fractional entitlements and holders of less than 1(one) equity share in the Petitioner Company shall not be entitled to receive any share in the Transferee Company but shall receive the sale proceeds in respect of their fractional entitlements as above and upon this Scheme becoming finally effective and upon the new shares in the Transferee Company being issued and allotted by it to the shareholders of the Petitioner Company whose names appear on the Register of Members of the Petitioner Company on the Record Date fixed as aforesaid, the shares in the Petitioner Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date and wherever applicable, the Transferee Company shall instead of requiring the surrender of the share certificates of the Petitioner Company, directly issue and despatch the new share certificates of the Transferee Company in lieu thereof AND THIS COURT DOTH FURTHER ORDER THAT all employees of the Petitioner Company, who are in service on the date immediately preceding the Effective Date shall, unless otherwise desired by any of the employees, become the employees of the Transferee Company on the Effective Date AND THIS COURT DOTH FURTHER ORDER THAT on the Scheme becoming effective the Petitioner Company shall stand dissolved without winding up AND THIS COURT DOTH FURTHER ORDER THAT the Petitioner Company do within 30 days from the date of sealing of the order cause a certified copy of the order sanctioning the Scheme of Arrangement to be delivered to the Registrar of Companies, Maharashtra, Mumbai, for registration and upon such certified copy of the Order being so delivered, the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place all the files, records and documents relating to the Petitioner Company and register with him on the files, records and documents maintained by him in relation to the Transferee Company so as to consolidate the files relating to both the Companies AND THIS COURT DOTH FURTHER ORDER THAT liberty is reserved to the Petitioner Company and to all other persons interested in this Petition to apply to this Honourable Court herein as and when occasion may arise for any direction that may be necessary in regard to the working of the Arrangement embodied in the

scheme of Arrangement sanctioned herein, and set forth in the schedule hereto AND THIS COURT DOETH LASTLY ORDER THAT the Petitioner Company do pay a sum of Rs.2500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Companies Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the costs of the said Petition WITNESS SHRI CHUNMILAL KARSANDAS THAKKER, Chief Justice at Bombay aforesaid this 7<sup>th</sup> day of October 2003.

BY THE COURT,



FOR PROTHONOTARY & SENIOR MASTER

Sealer

Dated this 17<sup>th</sup> day of October, 2003

ORDER sanctioning the Scheme of Arrangement )  
 under Section 391 to 394 of the Companies Act, )  
 1956 drawn on the Application By M/s. RAJESH )  
 SHAH & CO., Advocates for the Petitioner, having )  
 their office at 16, Oriental Building, 30, Nagindas )  
 Master Road, Flora Fountain, Mumbai 400 001. )

SCHEDULE

Scheme of Arrangement

between

Bayer Cropscience India Limited

and

BAYER (INDIA) LIMITED

And

Their respective members

For Amalgamation of Bayer Cropscience India Limited with Bayer (India) Limited under Sections 391 to 394 of the Companies Act, 1956]

**1. Definitions**

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

- 1.1 "The Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force.
- 1.2 "The Appointed Date" means 1st day of April, 2003 or such other date as may be fixed or approved by the High Court of Judicature at Bombay.
- 1.3 "The Effective Date" means the date on which the certified copies of the Order of Bombay High Court sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra, Mumbai.
- 1.4 "The Scheme" or "this Scheme" means this Scheme of Arrangement in its present form with or without any modification(s) pursuant to Clause 14 of this Scheme.
- 1.5 "The Transferor Company" means Bayer Cropscience India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Aventis House, 54/A, Sir Mathuradas Vasanji Road, Andheri (East), Mumbai, 400 093 which is proposed to be shifted to Hoechst House, 5<sup>th</sup> Floor, 193, Backbay Reclamation, Nariman Point, Mumbai 400021 with effect from July 1, 2003.
- 1.6 "The Transferee Company" means BAYER (INDIA) LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Bayer House, Central Avenue, Hiranandani Gardens, Powai, Mumbai 400 076.
- 1.7 "The Record Date" means the date to be fixed by the Board of Directors of the Transferor Company and the Transferee Company for the purpose of sub-division of the Equity Share Capital of the Transferee Company under Clause 3 of this Scheme and for issue of shares under Clause 10 of this Scheme.
- 1.8 "Undertaking" shall mean and include:
  - (a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said assets");

- (b) All the debts, liabilities, duties and obligations of the Transferor Company including contingent liabilities as on the Appointed Date (hereinafter referred to as "the said liabilities");
- (c) Without prejudice to the generality of sub-clause (a) above, the Undertaking of the Transferor Company shall include the Transferor Company's reserves, share premium, balances in the Profit and Loss Account, movable and immovable properties including plant and machinery, equipments, furnitures, fixtures, vehicles, stocks and inventory, leasehold assets and other properties, real corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks to the credit of the Transferor Company, investments, claims, powers, authorities, allotments, approvals, consents, investments letters of Intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, brands, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other Intangibles, Industrial and other licences, permits, authorisations, quota rights, trade marks, trade names, patents copyrights, and other Industrial and Intellectual properties and rights of any nature whatsoever including, know-how, domain names, or any applications for patents, patent rights, trade marks, trade names, copyrights whether tangible or otherwise and licences, assignments and grants in respect thereof, Import quotas, and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities connections, installations and equipment, rights, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, reserves, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc. cash and bank balances, all earnest monies and/or deposits, rights, titles, claims and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions and approvals of whatsoever nature (including but not limited to benefits of all tax holiday, tax relief including under the Income Tax Act such as credit for advance tax, taxes deducted at source, brought forward accumulated tax losses, unabsorbed depreciation etc, benefits under the Sales Tax Act, sales tax set off, benefits of any unutilised MODVAT/CENVAT credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date and thereafter.

## 2. Share capital

- 2.1 The share capital of Bayer Cropscience India Limited, the Transferor Company as on December 31, 2002 is as under:

	Amount in Rs.
Authorised Capital 15,000,000 equity shares of Rs. 10 each	150,000,000
	<b>150,000,000</b>
Issued, Subscribed and Paid up 13,967,248 equity shares of Rs. 10 each	139,672,480
	<b>139,672,480</b>

- 2.2 The share capital of BAYER (INDIA ) LIMITED, the Transferee Company as on December 31, 2002 is as under:

	Amount in Rs.
Authorised Capital 1,630,000 equity shares of Rs. 100 each	163,000,000
	<b>163,000,000</b>
Issued, Subscribed and Paid up 1,622,000 equity shares of Rs. 100 each	162,200,000
	<b>162,200,000</b>

### 3. Sub-division of capital of the Transferee Company

- 3.1 On the Scheme becoming effective and on the Record Date, the Issued Subscribed and Paid-up Equity Share Capital of the Transferee Company comprising of 1,622,000 Equity Shares of Rs 100 each, shall stand sub-divided into 16,220,000 Equity Shares of the face value of Rs 10 each and the Authorised Capital of the Transferee Company comprising of 1,630,000 Equity Shares of Rs. 100 each shall stand sub-divided into 16,300,000 Equity Shares of Rs. 10 each.

IT IS CLARIFIED THAT the proportion between the amount paid and the amount, if any unpaid on each sub-divided share shall be the same as it was in the case of the share from which the sub-divided share will be derived.

- 3.2 The sub-division of the Equity Share Capital shall be effected as an integral part of the Scheme itself and approval of this Scheme by the Shareholders of the Transferee Company shall be deemed to be the due compliance of the relevant provisions of the Act for consequential alterations of clause V of the Memorandum of Association and Article 4 of the Articles of Association of the Transferee Company and provisions of Section 94 and all other relevant and applicable provisions of the Act.
- 3.3 The Transferee Company shall issue and allot to the shareholders whose names appear on the Register of Members of the Transferee Company on the Record Date fixed as aforesaid, the requisite number of shares of the face value of Rs 10 each both in electronic form and in the physical form, and the shares of the face value of Rs 100 each held by the shareholders shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 3.4 The Transferee Company shall take necessary steps for ensuring the listing of sub-divided shares in place of the existing shares.

4. Vesting of undertaking

- 4.1 With effect from the Appointed Date, the Undertaking shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act, stand transferred to and vested in or be deemed to be transferred to and vest in the Transferee Company as a going concern without any further act, deed, matter or thing so as to become on the Appointed Date, the assets (subject to encumbrances and charges, if any, existing thereon) or liabilities of the Transferee Company.

PROVIDED ALWAYS THAT the Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create or provide any further or additional security therefor after the Effective Date or otherwise.

- 4.2 It is expressly provided that in respect of such of the assets of the Undertaking as are moveable in nature or are otherwise capable of being handed over by manual delivery or by endorsement and delivery, the same shall be so transferred to the Transferee Company and the ownership and property therein passes to the Transferee Company on such handing over or on such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors of the Transferor Company and the Transferee Company within 30 days from the Effective Date.

- 4.3 In respect of such of the said assets other than those referred to in sub para 4.2 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 Transferee Company pursuant to the provisions of Section 394 of the Act as an integral part of the Undertaking.

- 4.4 With effect from the Appointed Date all the debts, liabilities, contingent liabilities duties and obligations of the Transferor Company shall, pursuant to the Orders of the High Court at Bombay under Section 394 and other applicable provisions of the Act and without any further act or deed, be also transferred or deemed to be transferred to and vest in and be assumed by the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

5. Accounting treatment

On the Scheme becoming effective, the Transferee Company shall account for the merger in its books as per the Pooling of Interest Method of Accounting prescribed under the Accounting Standard 14 issued by the Institute of Chartered Accountants of India such that -

- (a) All the assets and liabilities recorded in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their book values as appearing in the books of the Transferor Company;
- (b) On and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the reserves and the balance in the Profit and Loss Account of the Transferor Company will be merged with those of the Transferee Company in the same

form as they appear in the financial statements of the Transferor Company;

- (c) The difference, being the excess of the fresh shares issued by the Transferee Company on amalgamation, over the amount of share capital of the Transferor Company, shall be accounted as Goodwill in the books of the Transferee Company. In case of there being a shortfall, the same shall be accounted as Amalgamation Reserve in the books of the Transferee Company.
- (d) In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

**6. Contracts, deeds, bonds and other instruments**

Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements including the contracts for tenancies and licence arrangements and other instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before or after the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable against the Transferee Company as fully and effectually as if it had at all material times been a party thereto.

**7. Date when the scheme comes into operation**

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

**8. Conduct of business until the Effective Date**

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

- (a) the Transferor Company shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by them shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be;
- (b) the Transferor Company shall carry on its business and activities with reasonable diligence;
- (c) the Transferor Company shall not without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of the Undertaking or any part thereof except in the ordinary course of its business;
- (d) Neither the Transferor Company nor the Transferee Company shall alter its respective capital structure either by fresh issue of shares or convertible securities (on a rights basis or by way of bonus shares or otherwise) or by any decrease, reduction,



reclassification, sub-division (other than the sub-division of share capital of the Transferee Company as provided under Clause 3 this Scheme), consolidation, re-organisation or in any other manner, which may in any way affect the share exchange ratio prescribed hereunder, except by and with the consent of the Board of Directors of the Transferor Company and the Transferee Company.

- (e) the Transferor Company shall not vary the terms and conditions of service of its permanent employees except in the ordinary course of its business;
- (f) the Transferor Company shall not without the prior written consent of the Transferee Company, undertake any new business or a substantial expansion of its existing business.

#### **9. Legal proceedings**

- 9.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date, as and from the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- 9.2 After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in sub-clause 9.1 above, it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company.
- 9.3 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 9.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

#### **10. Issue and allotment of shares by the Transferee Company**

- 10.1 Upon the Scheme becoming finally effective and after giving effect to sub-division of share capital of the Transferee Company, in consideration of the transfer and vesting of the Undertaking in the Transferee Company in terms of the Scheme, the Transferee Company shall, without any further application, act or deed, issue and allot at par -5 (Five) equity shares of Rs 10 each credited as fully Paid up in the capital of the Transferee Company to every equity shareholder of the Transferor Company whose name appears in the Register of Members on the Record Date for every 3 (Three) equity shares of Rs. 10 each held by the said shareholder in the Transferor Company, in the electronic form for those share holders who hold the shares in the electronic form and by issue of share certificates for those share holders who hold the shares in physical form. The equity shares when issued and allotted by the Transferee Company in terms of the Scheme shall rank for dividend, voting rights and in all other respects par passu with the existing equity shares of the Transferee Company.
- 10.2 No fractional Certificates/ coupons shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Company may be entitled on issue and

allotment of the equity shares of the Transferee Company as aforesaid. The Board of Directors of the Transferee Company shall consolidate all such fractional entitlements to which the shareholders of the Transferor Company may be entitled on issue and allotment of the equity shares of the Transferee Company as aforesaid and thereupon issue and allot equity shares in lieu thereof to a Director or an Officer respectively of the Transferee Company with the express understanding that such Director or Officer to whom such equity shares are issued and allotted shall hold the same in trust for those entitled to the fractions and sell the same in the market at the best available price and pay to the Transferee Company, the net sale proceeds thereof whereupon the Transferee Company shall, subject to the approval of the Reserve Bank of India, wherever required, and subject to withholding tax, if any, distribute such net sale proceeds to the shareholders of the Transferor Company in proportion to their fractional entitlements. Holders of less than 1(one) equity shares in the Transferor Company shall not be entitled to receive any share in the Transferee Company but shall receive the sale proceeds in respect of their fractional entitlements as above.

- 10.3 Upon this Scheme becoming finally effective and upon the new shares in the Transferee Company being issued and allotted by it to the shareholders of the Transferor Company whose names appear on the Register of Members of the Transferor Company on the Record Date fixed as aforesaid, the shares in the Transferor Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, the Transferee Company shall instead of requiring the surrender of the share certificates of the Transferor Company, directly issue and despatch the new share certificates of the Transferee Company in lieu thereof.
- 10.4 The issue and allotment of equity shares in the Transferee Company by the Transferee Company to the shareholders of the Transferor Company as provided in this Scheme as an integral part thereof, shall be deemed to have been carried out as if the procedure laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with.
- 10.5 Upon issue and allotment of Equity Shares in the Transferee Company to the members of the Transferor Company as provided in Clause 10.2 of the Scheme, the existing Equity Shares held by members of the Transferor Company shall stand automatically cancelled/ extinguished.
- 10.6 The Transferee Company shall take necessary steps to increase, if necessary, its Authorised Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under the Scheme.
- 10.7 Approval of the Scheme by the shareholders of the Transferee Company shall be deemed to be the due compliance of the relevant provisions of the Act for (a) increase in authorised capital (b) consequential alterations of capital clause (V) of Memorandum of Association and Article (4) of Articles of Association of the Transferee Company and the other relevant and applicable provisions of the Act for increase in authorised capital of the Transferee Company.

## 11. Dividends, profits, bonus/rights shares

Dividends (interim or final) in respect of the period commencing from the Accounting Year January 1, 2003 may be declared or paid by the Transferor Company after obtaining the prior written consent of Board of Directors of the Transferee Company and vice versa.

## 12. Employees of the Transferor Company

12.1 All employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, unless otherwise desired by any of the employees, become the employees of the Transferee Company on the Effective Date.

12.2 On the Scheme finally taking effect as hereinafter provided:

- (a) The employees of the Transferor Company shall become the employees of the Transferee Company, without any break or interruption in service and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company as on the Effective Date. Services of all employees with the Transferor Company upto the Effective Date shall be taken into account from the date of their respective appointment with the Transferor Company for purposes of all retirement benefits for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- (b) The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- (c) It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/ or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees transferred with the Undertaking for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to adopt such course in this regards as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

## 13. Applications to the High Court at Bombay

13.1 The Transferor Company shall make applications / petitions under Sections 391 and 394 and other applicable provisions of the said Act to the High Court of Judicature at Bombay for sanction of this Scheme and for dissolution of the Transferor Company without winding-up under the provisions of law.

13.2 The Transferee Company shall make applications / petitions under Sections 391 and 394 and other applicable provisions of the said Act to the High Court of Judicature at Bombay for sanction of this Scheme under the provisions of law.

#### 14. Modifications / amendments to the Scheme

- 14.1 The Transferor Company and the Transferee Company through their respective Boards of Directors in their full and absolute discretion, may assent to any modification or amendment to the Scheme which the Court of Judicature at Bombay, shareholders of the Transferor Company and/or Transferee Company and/or any other competent authority may deem fit to approve/impose and effect any other modification or amendment which the Boards in the best interests of the Transferor Company or Transferee Company may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and/ or the Transferee Company for any reason whatsoever, the Transferor Company and/or Transferee Company shall be at liberty to withdraw from the Scheme at any time.
- 14.2 For the purpose of giving effect to the Scheme or to carry out any modification or amendment thereto, the Boards of Directors of the Transferor Company and the Transferee Company or any Committee thereof is authorised to give such directions and/ or to take such steps as may be necessary or desirable including any directions for settling any question, doubt or difficulty whatsoever that may arise.

#### 15. Winding up

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

#### 16. Scheme conditional on approvals/ sanctions

The Scheme is conditional on and subject to:

- (a) the approval of and agreement to the Scheme by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor and Transferee Company as may be directed by the High Court of Judicature at Bombay on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;
- (b) the sanction of the High Court of Judicature at Bombay or any other authority under Section 391 and 394 of the said Act in favour of the Transferor and Transferee Company under the said provisions and to the necessary Order or Orders under Section 394 of the said Act being obtained;
- (c) certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra by the Transferee Company and the Transferor Company respectively.

17. Effect of non receipt of approvals/ sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the High Court at Bombay and/ or the Order or Orders not being passed as aforesaid before March 31, 2004 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by its Boards of Directors (and which the Boards of Directors of the Companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

18. Costs and expenses

All costs, charges and expenses of the Transferor Company and of the Transferee Company in relation to or in connection with the Scheme shall be respectively borne by the Transferor Company and the Transferee Company.



CERTIFIED TO BE A TRUE

copy of 20 09 2003

for Prethortary and Senior Magistrate

IN THE HIGH COURT OF JUDICATURE

AT BOMBAY

O O C J

COMPANY PETITION NO. 674 OF 2003

CONNECTED WITH

COMPANY APPLICATION NO 279 OF 2003

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

AND

In the matter of Sections 391 to 394 of  
the Companies Act, 1956;

AND

In the matter of the Scheme Arrangement  
between Bayer Cropscience India Limited  
and BAYER (INDIA) LIMITED

Bayer Cropscience India Limited

... Petitioner

**CERTIFIED COPY OF  
ORDER SANCTIONING THE SCHEME**

**OF ARRANGEMENT**

Dated this 7<sup>th</sup> day of October, 2003

Filed this 17<sup>th</sup> day of October

M/S RAJESH SHAH & CO

Advocates for the Petitioner

16, Oriental Building,

30, Nagindas Master Road,

Flora Fountain,

Mumbai 400 001

Applied on 9-10-2003  
Engrossed on 17-10-2003  
Section Writer [Signature]  
Pages [Blank]  
Examined by [Signature]  
Compared with [Signature]  
Ready on 17-10-2003  
Delivered on [Blank]

*filed on 18/10/2003*  
Applied on 9-10-2003  
Engrossed on 18-10-2003  
Section Writer [Signature]  
Pages 18 pages  
Examined by [Signature]  
Compared with 18 OCT 2003  
Ready on 18 OCT 2003

C.P. (CAA) 2166/MB/2019  
C.P. (CAA) 2167/MB/2019

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
BENCH AT MUMBAI

C.P. (CAA) 2166/MB/2019  
IN  
C.A. (CAA)/820/MB/2019  
AND  
C.P. (CAA) 2167/MB/2019  
IN  
C.A. (CAA)/916/MB/2019

IN THE MATTER OF Sections 230 to 232 of the  
Companies Act, 2013;

AND

IN THE MATTER OF Scheme of Amalgamation of  
Monsanto India Limited (the Transferor Company)  
with Bayer Crop Science Limited (the Transferee  
Company) and their respective shareholders.



**Monsanto India Limited ...the "Transferor Company" /Petitioner**  
**AND**  
**Bayer Crop Science Limited ...the "Transferee Company" /Petitioner**

Order delivered on: 13<sup>th</sup> September, 2019.

**Coram:**

Hon'ble M. K. SHRAWAT, HON'BLE MEMBER (J)  
Hon'ble CHANDRA BHAN SINGH, HON'BLE MEMBER (T)

**For the Petitioners:** 1) Shri C. K. Mhadeshwar, Advocate i/b. AAT Legal &  
Co. for Transferor Company along with Shri Arvind  
Talgaonkar, Advocate i/b. Crawford Bayley & Co. for  
Transferee Company.

**For the Regional Director:** 2) Mrs. R. N. Sutar, Joint Director

Per:- Chandra Bhan Singh, Hon'ble Member (T)

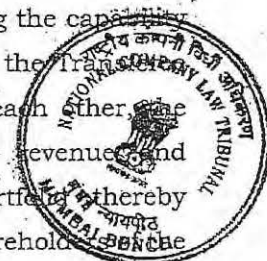
**ORDER**

1. Heard learned Counsel for parties. No objection has been forward  
before this Tribunal to oppose the Scheme and no party  
controverted any averments made in both Petitions.



2. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Scheme of Amalgamation of Monsanto India Limited (the Transferor Company) with Bayer Crop Science Limited (the Transferee Company) and their respective shareholders.
3. The Transferor Company and the Transferee Company have approved the said Scheme of Amalgamation by passing the Board Resolutions dated 14<sup>th</sup> November 2018 which are annexed to the respective Company Scheme Petitions.
4. The Learned Counsel appearing on behalf of the Petitioners has stated that the Petitioner Companies have complied with all requirements as per directions of this Tribunal and they have filed necessary Affidavits of compliance in this Tribunal. Moreover, the Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 2013 and the Rules made there under whichever is applicable. The said undertaking is accepted.

The Amalgamation of the Transferor Company with the Transferee Company would have the benefits that, the combined business under "BAYER" brand with complementary agriculture offerings and geographical footprint leading to stronger market presence, to be best suitable for long term growth market like India; Access to globally combined Research and Development technology platform for faster and more efficient development of innovative solutions for farmers; Merger shall result in consolidation of the respective operations served by one platform thereby leveraging the capabilities of the merged entity; The Transferor Company and the Transferee Company to operate businesses that complement each other in the combination to result in stronger consolidated revenues and profitability, with diversification in product portfolio thereby reducing business risks for mutual benefit of the shareholders.





Companies; Ensuring a streamlined group structure by reducing the number of legal entities in the group structure in India, and thereby eliminating administrative duplications and consequently reducing the administrative costs of maintaining separate companies; and Pooling of assets, proprietary information, personnel, financial, managerial and technical resources of the Companies, thereby contributing to the future growth of the merged entity.

6. The "Appointed Date" for the said Scheme of Amalgamation is April, 1, 2019 and the Scheme as set out herein in its present form shall become effective from the Appointed Date, and shall become operative from the Effective Date, which is the same as Appointed date.
7. The Regional Director has filed his Report, inter alia, stating in paragraph IV of the said Report, that:
  - (a) *The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).*
  - (b) *It is observed that the Petitioner companies have not submitted a Chairman's Report, admitted copy of the Petition, and Minutes of Order for admission of the Petition. In this regard, the Petitioner has to submit the same for the record of Regional Director.*
  - (c) *The Hon'ble NCLT may kindly direct to the Petitioners to file an undertaking to the extent that the Scheme enclosed to the Company Application and the scheme enclosed to the Company Petition submitted to the concerned sectorial regulatory like CCI, SEBI, RBI, etc. are same and there is no discrepancy or deviation.*



(d) In compliance of AS-14 (IND AS-103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5(IND AS-8) etc.

(e) As per Definition of the Scheme, Appointed Date means the 1<sup>st</sup> day of April 2019 or such other date as may be approved by the NCLT or such other competent authority as may be applicable. In this regard, it is submitted that Section 232 (6) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account its inherent powers.

(f) Petitioner Company have to undertake to comply with section 232(3)(i) of Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorised capital shall be set-off against any fees payable by the transferee company on its authorised capital subsequent to the amalgamation and therefore, petitioners to affirm that they comply the provisions of the section.

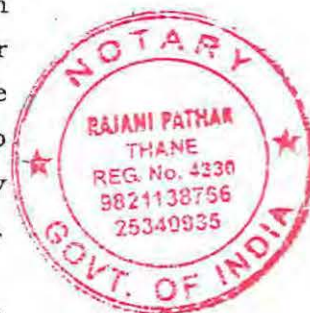
(g) As per MCA portal, there are 3 complaints against the Petitioner Transferor Company out of which 2 complaints are pending for action and one complaint is closed, and there are 1 complaint against the Petitioner Transferee Company which is closed with the O/o Registrar of Companies, Mumbai, in this regards, Petitioner Transferee Company have to undertake to provide the detail information as and when asked by the O/o Registrar of Companies, Mumbai for disposal of the pending Complaints.

8. As far as the observation of the Regional Director stated in paragraph IV (a) of his report are concerned, the



Companies through their Learned Counsel state that the Petitioner Companies have already served copy of the notice along with Scheme and application upon all concerned Statutory Authorities. Further, the Petitioner Companies through their Counsel undertake that the approval of the scheme by this Tribunal may not deter all concerned Statutory Authorities to whom notice has been served to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities would be binding on the Petitioner Companies.

9. As far as the observation of the Regional Director stated in paragraph IV (b) of his report are concerned, the Petitioner Companies through their Counsel states that a Chairman's Report, admitted copy of the Petition, and Minutes of Order for admission of the Petition were served on the Regional Director on 8<sup>th</sup> August, 2019.
10. As far as the observation of the Regional Director stated in paragraph IV (c) of his report are concerned, the Petitioner Companies through their Counsel undertake that the Scheme enclosed to the Company Applications and the scheme enclosed to the Company Petitions submitted to all concerned Statutory Authorities is one & same and there is no discrepancy or deviation.
11. As far as the observation of the Regional Director stated in paragraph IV (d) of his report are concerned, the Petitioner Companies through their Counsel undertake that in addition to compliance of AS-14 (IND AS-103) the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable accounting standards such as AS-5 (IND AS-8) etc.
12. As far as the observation of the Regional Director stated in paragraph IV (e) of his report are concerned, the Petitioner Companies through their Counsel undertake that the effective date



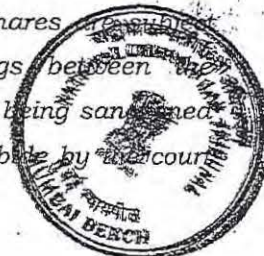
of this Scheme will not be subsequent to the Appointed Date as per section 232(6) of the Companies Act, 2013.

13. As far as the observation of the Regional Director stated in paragraph IV (f) of his report are concerned, the Petitioner Companies through their Counsel undertake to comply with the statutory provisions relating to the consolidation of the Authorized Share Capital, subsequent to the Amalgamation for setting-off of fees paid by the Transferor Company on its Authorized Share Capital in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.
14. As far as the observation of the Regional Director stated in paragraph IV (g) of his report are concerned, the Transferee Company through their Counsel undertakes to provide the detail information as and when asked by the office of the Registrar of Companies, Mumbai for disposal of the pending Complaints.
15. The Official Liquidator has filed his Report, inter alia, stating in paragraph 9 of the said Report that:

*"In view of the above position, the Official Liquidator submits that observation pointed out by the Chartered Accountant during investigation at para 5(b) above and the Affidavit of Ms. Monika Gupta, Company Secretary of the Applicant Company dated 1/07/2019, may be taken into consideration in the public interest of the proposed scheme and the matter may be decided on merits."*

Para 5(b) of the Official Liquidator's Report, is reproduced as follows:

*"The Company has not allotted a total of 300 Equity Shares, which are part of its total issued and subscribed equity share capital without voting rights attached to it. These 300 Equity Shares matter of pending disputes/ court proceedings between the concerned shareholders. Pursuant to this Scheme being sanctioned by the Tribunal, the Transferee Company shall abide by the court*



*orders when passed in so far as the allotment of shares is concerned subject to Applicable Law."*

16. As far as the observation of the Official Liquidator stated in paragraph 9 of his report are concerned, the Petitioner Companies through their Counsel submits that so far as 300 equity shares are concerned the court proceedings between the concerned shareholders are *sub-judice*. Further, the Transferee Company through its Counsel undertake to comply with the court orders when passed in the said Court proceedings.
17. From the material on record, the Scheme of Amalgamation appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
18. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 2166 of 2019 is made absolute in terms of prayer clauses (a), (b) and (c), and Company Scheme Petition No. 2167 of 2019 is made absolute in terms of prayer clauses (a) and (b), of the respective Petitions.
19. Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E-Form INC-28, in addition to the physical copy within 30 days from the date of issuance of the Order by the Registry.
20. The Petitioner Companies to lodge a copy of this Order and the Scheme of Amalgamation duly authenticated/certified by the Deputy Director, National Company Law Tribunal, Bench at Mumbai, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the authenticated/certified Order copy.



C.P. (CAA) 2166/MB/2019  
C.P. (CAA) 2167/MB/2019


21. The Petitioners in both the Company Scheme Petitions to pay costs of INR 25,000/- each to the Regional Director, Western Region, Mumbai. The Petitioner in the Scheme Petition No. 2166 of 2018 to pay costs of INR 25,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from today.
22. All authorities concerned to act on a copy of this Order along with Scheme duly authenticated/certified by the Deputy Director, National Company Law Tribunal, Bench at Mumbai.

SD/-  
**CHANDRA BHAN SINGH**  
MEMBER (T)

SD/-  
**M. K. SHRAWAT**  
MEMBER (J)

Dated: - 13-09-2019  
s.s

Certified True Copy  
Copy issued "free of cost"  
On 13.09.2019

  
Assistant Registrar  
National Company Law Tribunal Mumbai Bench



**SCHEME OF AMALGAMATION  
OF  
MONSANTO INDIA LIMITED  
(THE TRANSFEROR COMPANY OR "MIL")  
WITH  
BAYER CROPSCIENCE LIMITED  
(THE TRANSFEREE COMPANY OR "BCSL")  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

**A) PREAMBLE**

This Scheme of Amalgamation (the "Scheme" or this "Scheme" as defined hereinafter) provides for amalgamation of 'Monsanto India Limited' with 'Bayer CropScience Limited' pursuant to provisions of Sections 230 to 232 of the Companies Act, 2013, and other applicable provisions of the Companies Act, 2013. This Scheme also provides for various other matters consequential thereto or otherwise integrally connected therewith.

**B) DESCRIPTION OF COMPANIES**

1. 'Monsanto India Limited' (hereinafter referred to as the "Transferor Company" or "MIL") was incorporated on December 8, 1949 as a private limited company with the name and style of "Monsanto Chemicals Of India Private Limited" in the State of Maharashtra under the Companies Act, 1913. Subsequently, name of the Transferor Company was changed to "Monsanto Chemicals Of India Limited" on July-1, 1978. With effect from July 21, 2000, the name of the Transferor Company was finally changed to "Monsanto India Limited" and is currently having its Registered Office at Ahura Centre, 5th Floor, 96, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, Maharashtra. The Corporate Identity Number (CIN) of the Transferor Company is L74999MH1949PLC007912. The Transferor Company is in the business interalia of production and sale of agricultural inputs, namely, chemicals and hybrid seeds. The equity shares of the Transferor Company are listed on BSE Limited and the National Stock Exchange of India Limited.

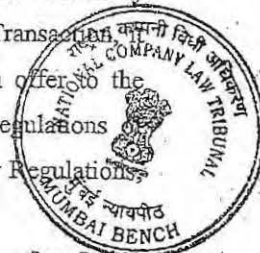


2. 'Bayer CropScience Limited' (hereinafter referred to as the "Transferee Company" or "BCSL") was incorporated as "Bayer-Agrochem Private Limited" on September 9, 1958 in the State of Maharashtra as a private limited company under the Companies Act, 1956. Subsequently, name of the Transferee Company was changed to "Bayer (India) Limited" on May 21, 1963. Further, the name of the Transferee Company was changed to "Bayer CropScience Limited" on April 5, 2004. The Transferee Company is currently having its Registered Office at Bayer House, Central Avenue, Hiranandani Estate, Thane (West) 400 607, Maharashtra. The Corporate Identity Number (CIN) of the Transferee Company is L24210MH1958PLC011173. The Transferee Company is in the business interalia of manufacturing, selling, marketing of pesticides and pest control products, distribution of seeds and the provision of services in the field of agriculture. The equity shares of the Transferee Company are listed on BSE Limited and are also permitted to be traded on National Stock Exchange of India Limited.

C) BACKGROUND AND OVERVIEW OF THE SCHEME

The global acquisition of Monsanto Company, a company incorporated under the laws of Delaware, United States of America ("Monsanto Co.") by Bayer Aktiengesellschaft, Germany ("Bayer AG" or the "Acquirer") was completed on June 07, 2018 (the "Primary Transaction"). Upon the completion of the Primary Transaction Monsanto Co. became a wholly owned subsidiary of Bayer AG. Prior to the completion of the Primary Transaction, Monsanto Co. directly as well as indirectly held 72.14% voting share capital in MIL. As a consequence of completion of the Primary Transaction on June 07, 2018, the Acquirer indirectly acquired 72.14% of the fully diluted voting rights in MIL, the Transferor Company herein, resulting in change in control of MIL, the Transferor Company herein.

Pursuant to the indirect acquisition of voting rights and control by the Acquirer over MIL as a result of the Primary Transaction was mandatory for the Acquirer to make an open offer to the minority shareholders of MIL under the relevant regulations SEBI (Substantial Acquisition of Shares & Takeover Regulations





2011) (the "SAST Regulations"). Consequently, the Acquirer and BCSL, a publicly listed and the Transferee Company herein (as a Person acting in Concert) jointly made an Open Offer (the "Open Offer") to all the public shareholders of MIL to acquire upto 4,488,315 (Four Million, Four Hundred and Eighty Eight Thousand Three Hundred and Fifteen) equity shares representing 26% of the voting share capital of MIL at the price of INR. 2,926.87 per equity share to be paid in cash in accordance with the Regulations. The Open Offer opened on August 24, 2018 and was closed on September 06, 2018. Based on the tender offer submissions by the minority shareholders of MIL, BCSL, the Transferee Company acquired and now holds 7.82% shareholding in MIL, the Transferor Company. Both the Transferor and the Transferee Companies are commonly controlled subsidiaries of Bayer AG, the Acquirer.

**D) RATIONALE FOR THE SCHEME**

This Scheme provides for the amalgamation of Transferor Company with Transferee Company pursuant to Section 230 to 232 of the Act (defined hereunder) and other applicable provisions of the Act with the view to achieve the following benefits to the stakeholders and the shareholders:

- a. Combined business under "BAYER" brand with complementary agriculture offerings and geographical footprint leading to stronger market presence, to be best suitable for long term growth market like India;
- b. Access to globally combined research and development technology platform for faster and more efficient development of innovative solutions for farmers;
- c. Merger shall result in consolidation of the respective operations served by one platform thereby leveraging the capability of the merged entity;
- d. The Transferor Company and the Transferee Company to operate businesses that complement each other, the combination to result in stronger consolidated revenue and profitability, with diversification in product portfolio thereby reducing business risks for mutual benefit of the shareholders of the Companies;



- e. Ensuring a streamlined group structure by reducing the number of legal entities in the group structure in India, and thereby eliminating administrative duplications and consequently reducing the administrative costs of maintaining separate companies; and
- f. Pooling of assets, proprietary information, personnel, financial, managerial and technical resources of the Companies, thereby contributing to the future growth of the merged entity.

E) Under the Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured of the Transferor and/or the Transferee Company. No compromise is offered under this Scheme to any of the creditors of the Transferor and/or the Transferee Company. The liability of the creditors of the Transferor and/or the Transferee Company, under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.

F) PARTS OF THIS SCHEME :

This Scheme is divided into the following parts:

- (i) Part I deals with definitions of the terms used in this Scheme and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) Part II deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Company to and in the Transferee Company;
- (iii) Part III deals with the issue of new equity shares by the Transferee Company to the eligible shareholders of the Transferor Company, as applicable and the cancellation of shares of the Transferor Company held in the Transferor Company;



- (iv) **Part IV** deals with the accounting treatment for this Scheme in the books of the Transferee Company;
- (v) **Part V** deals with the conduct of business until this scheme becomes effective and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

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**PART – I**

**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

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

- 1.1 “Act” or the “Act” means the Companies Act, 2013 (including any statutory modifications(s) or re-enactment(s) thereof) and rules and regulations made thereunder, for the time being in force, and which may relate or are applicable to the amalgamation;
- 1.2 “Applicable Law” means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, circulars, master circulars, ordinances, 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;
- 1.3 “Appointed Date” means April, 1, 2019 or such other date as may be fixed by the National Company Law Tribunal;
- 1.4 “Appropriate Authority” means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited to, Reserve Securities and Exchange Board of India, Stock Exchanges, Reserve



Bank of India, Regional Director, Official Liquidator, Registrar of Companies and National Company Law Tribunal;

1.5 “Board of Directors” or “Board” means the board of directors of the Transferor Company or the Transferee Company, as the context may require, and shall include a committee duly constituted by such board of directors;

1.6 “BSE” means BSE Limited;

1.7 “Effective Date” or “Coming into effect of this Scheme” or “upon the Scheme becoming effective” or “effectiveness of the Scheme” means the date on which the certified copies of the orders of National Company Law Tribunal sanctioning this Scheme, is filed by the Transferor Company and the Transferee Company with the jurisdiction Registrar of Companies and if filed by the Transferor Company and the Transferee Company on different dates, then the later of those dates;

1.8 “IT Act” means the Income Tax Act, 1961, of India, including any statutory modifications, re-enactments or amendments thereof for the time being in force;

1.9 “IND-AS” means the accounting standards prescribed under the Companies (Indian Accounting Standards) Rules, 2015, as amended;

1.10 “Intellectual Property Rights” means rights of any patent, plant varieties protection (PVP), copyright, trademark or service mark, trade secret, trade dress and packaging material and styles, logos, colour schemes, product registrations owned by or licensed to the Transferor Company or any other proprietary rights protection legally available under common law or otherwise.

1.11 “National Company Law Tribunal” or “Tribunal” or “NCLT” means the National Company Law Tribunal Bench at Mumbai including National Company Law Appellate Tribunal as constituted and authorized as per the provisions of the Companies



Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 232 of the Companies Act, 2013;

1.12 "NSE" means the National Stock Exchange of India Limited;

1.13 "Record Date" means the date fixed by the Board of Directors or a committee duly constituted by the Board, if any, of the Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom new equity shares will be allotted by the Transferee Company according to the Share Exchange Ratio determined by the Independent Valuers pursuant to Clause 5 of the Scheme;

1.14 "Registrar of Companies" means the Registrar of Companies, Maharashtra at Mumbai;

1.15 "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Amalgamation in its present form or with any modification(s) and amendments made under Clause 20 of this Scheme as approved or directed by the NCLT;

1.16 "SEBI" means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;

1.17 "SEBI Circular" means the circular issued by the SEBI, being Circular Ref. No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and any amendments thereof or modifications issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

1.18 "SGST, CGST and IGST" means the State Goods and Services Tax, the Central Goods and Services Tax and Integrated Goods and Services Tax;



1.19 "Share Exchange Ratio" means the ratio in which equity shares of the Transferee Company are to be issued and allotted to the shareholders of the Transferor Company under Clause 5;

1.20 "Stock Exchanges" collectively means BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE');

1.21 "Tax(es)" means the advance tax, the tax deducted at source, deferred tax payment, the income tax under IT Act (including Minimum Alternate Tax) and any such direct taxes or indirect taxes such as Sales tax, excise duty, entry tax, custom duty, service tax, luxury tax, VAT, SGST, CGST, IGST and such indirect tax as may be applicable to the Transferor and Transferee Companies;

1.22 "Transferor Company" or "MIL" means 'Monsanto India Limited', a company incorporated under the Companies Act, 1956, having Corporate Identity Number: L74999MH1949PLC007912, and having its Registered Office at Ahura Centre, 5th Floor, 96, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, Maharashtra.

1.23 "Transferee Company" or "BCSL" means 'Bayer CropScience Limited', a company incorporated under the Companies Act, 1956, having Corporate Identity Number: L24210MH1958PLC011173, and having its Registered Office at Bayer House, Central Avenue, Hiranandani Estate, Thane (West) 400 607, Maharashtra.

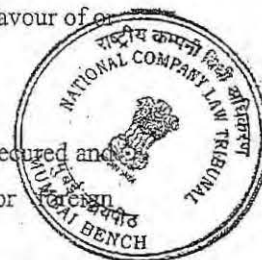
1.24 "Undertaking" means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):

- I. All the assets, investments, properties, rights, titles and benefits, whether movable or immovable properties, both on freehold basis and leasehold basis, including but not limited to real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress,



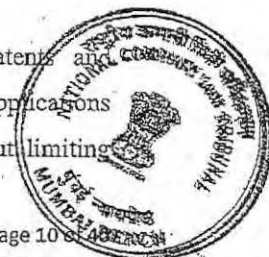
current assets, provisions, funds, statutory licenses, registrations, approvals, consents, permissions, sanctions, grants, subsidy(ies), permits, no-objections, authorizations, benefits, incentives, tax credits, tax refunds and all other interest, rights, titles, liberties, claims, actionable claims, insurance claims, insurance policies, authorities, allotments and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, all intangible assets, goodwill (recognised or otherwise) and Intellectual Property Rights of any kind and nature, copyrights, trademarks, trade names, brand names, patents, patent rights, logos, designs, domain names, technical knowhow, formulations, molecules, germplasm, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephone, telex, facsimile, internet and other communication facilities, connections, installations and equipments, utilities, electricity, electronic and all other services of every kind, nature and description whatsoever, tenancy rights, premises, hire-purchase and lease arrangements, lending arrangements, all plant and machinery and office equipment, contracts, engagements, arrangements, powers, authorities, permits, benefit and advantage, deposits, advances, receivables, dues, funds, cash, bank balances, accounts (including demat accounts with depository participants) and all other rights, benefits of all agreements, assets held in trust, subsidies, grants, tax credits [including but not limited to benefits of tax relief including under the Income Tax Act such as credit for advance tax, minimum alternate tax, taxes deducted at source, etc., Goods and Service Tax (GST) credit], GST (TDS), advance licenses, whether in physical, electronic form in connection/relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted or to be granted in favour of or enjoyed by the Transferor Company;

- II. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or



currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;

- III. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company;
- IV. All permanent employees engaged by the Transferor Company as on the Effective Date;
- V. All agreements, contract, memoranda of understanding, approval, authorisation, concession consents, engagements, arrangements, securities arrangements (to the extent provided herein), authorities, allotments, quotas, rights, entitlements, export/import incentives and benefits including license, advance licenses, MEIS (Merchandise Exports from India Scheme), all kinds of duty drawbacks, bids, tenders (at any stage as it may be), letters of intent, expressions of interest, development rights (whatever vested or potential and whether under agreements or otherwise), subsidies, tenancies in relation to office, benefit of any deposits / privileges, guarantees, reversions, all other rights, receivables, powers and facilities of every kind, nature and description whatsoever, of the Transferor Company, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, provisions and benefits of all agreements, contracts and arrangements, including technological licensing agreements, and benefits including but not limiting to all other interests in connection with or relating thereto;
- VI. All brand names, trademarks, trade names, patents and domain names, whether owned and/or licensed; applications and authorizations of products, including without limiting





hybrids, varieties, germplasm, herbicides, with governmental authorities in any jurisdiction, filings, dossiers copyrights, industrial designs, trade secrets, know-how; ongoing research projects, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, product registrations, trails and other data, applications and authorizations, recognition and other intellectual property (in India or outside India) and all other interests exclusively relating to the goods or services being dealt with by the Transferor Company;

VII. All Intellectual Property Rights created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Company;

VIII. All benefits and privileges under letters of permission and letters, of approvals in respect of Special Economic Zones and Export Oriented Units and the benefits related thereto, all tax credits, including SGST, CGST and IGST credits, GST (TDS) refunds, reimbursements, claims, exemptions, benefits under service tax laws, value added tax, purchase tax, sales tax, MEIS, entry tax or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off unabsorbed losses, if any and depreciation, MAT Credit (Minimum Alternate Tax credit), deductions, exemptions and benefits under the IT Act, as well as any recognition of the In-house Research and Development unit with the Department of Scientific & Industrial Research or any Government Authority;



All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, and other applicable laws.



regulations, bye-laws or under the Act as the case may be, or any statutory modification or re-enactment thereof from time to time.

## 2. SHARE CAPITAL

2.1 The authorized, issued, subscribed and paid-up share capital of the Transferor Company as on March 31, 2018 is as under:

Particulars	Amount in INR
<b><u>Authorised Capital</u></b>	
20,000,000 Equity Shares of INR.10/- each	200,000,000
<b>TOTAL</b>	200,000,000
<b><u>Issued, Subscribed and Paid-up Capital</u></b>	
17,262,748 Equity Shares of INR.10/- each, fully paid up	172,627,480
300* Equity Shares of INR.10/- each, fully paid up	3,000
<b>TOTAL</b>	172,630,480

\* The Transferor Company has not allotted a total of 300 Equity Shares, which are part of its total issued and subscribed equity share capital without voting rights attached to it. These 300 Equity Shares are a subject matter of pending disputes /court proceedings between the concerned shareholders. Pursuant to this Scheme being sanctioned by the Tribunal, the Transferee Company shall abide by the court orders when passed in so far as the allotment of shares is concerned subject to Applicable Law.

Subsequent to March 31, 2018 and until the date of the Scheme being approved by the Board of Directors, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company. The shares of the Transferor Company are listed on the Stock Exchanges.

2.2 The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on March 31, 2018 is as under:



Particulars	Amount in INR
<b><u>Authorised Capital</u></b>	
46,300,000 Equity Shares of INR.10/- each	463,000,000
<b>TOTAL</b>	463,000,000
<b><u>Issued, Subscribed and Paid-up Capital</u></b>	
34,333,593 Equity Shares of INR.10/- each fully paid up	343,335,930
<b>TOTAL</b>	343,335,930

Subsequent to March 31, 2018 and until the date of the Scheme being approved by the Board of Directors, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company. The shares of the Transferee Company are listed on BSE and permitted to trade on NSE.

### 3. DATE OF TAKING EFFECT

This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the NCLT or any other statutory authority, or made as per Clause 20 of this Scheme, shall become effective from the Appointed Date, but shall become operative from the Effective Date.

## PART II

### MERGER OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

#### 4. VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY

4.1 With effect from the Appointed Date, the whole of the Undertaking of the Transferor Company as a going concern, along with all



debts, liabilities and obligations (including obligations to hold assets in trust) of every kind, nature and description of the Transferor Company, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company with all the rights, title, interest or obligations, of the Transferor Company therein. In so far as various incentives, subsidies, special status and other benefits or privileges granted by any Government body, local authority or by any other person or enjoyed or availed by the Transferor Company shall vest with and be available with the Transferee Company on the same terms and conditions.

4.2 Without prejudice to the generality of Clause 4.1 above, all the assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall under the provisions of Section 230 to 232 and all other applicable provisions, if any of the Act, without any further act, instruments or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 230 to 232 of the Act.

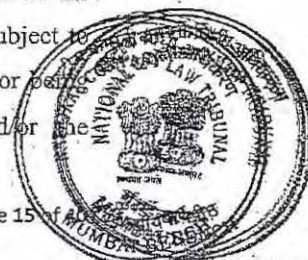
4.3 Without prejudice to the generality of Clause 4.1 above, it is expressly provided that such of the assets of the Transferor Company that are tangible and movable including cash in hand, etc., shall with effect from the Appointed Date and subject to the provisions of this Scheme, be transferred by physical constructive delivery and/or endorsement and delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company upon such delivery.



4.4 Without prejudice to the generality of Clause 4.1 above, movable assets, other than those specified in Clause 4.3 above, including sundry debtors, outstanding loans recoverable in cash or in kind or value to be received, bank balances and deposits of the Transferor Company shall with effect from the Appointed Date and subject to provisions of this Scheme, stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors and the debtors shall be obliged to make payment to the Transferee Company. The Transferee 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 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 Transferee Company to recover or realize the same is in substitution of the right of the Transferor Company.

4.5 All lease and licence agreements, if any, entered into by the Transferor Company with landlords, owners and lessors in connection with the use of the assets of the Undertaking of the Transferor Company, together with security deposit, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions, subject to applicable law, without any further act, instruments, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent amounts as provided for in such agreement and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreement by the Transferor Company.

4.6 All immovable properties of the Transferor Company, if any, including land together with the building and structures standing thereon and rights and interest in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Transferee company on the same terms and conditions, subject to the applicable law, without any further act or deed done or being required to be done by the Transferor Company and/or the



Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent, taxes and fulfil all obligation in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall upon this Scheme becoming effective be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon the coming into effect of this Scheme in accordance with the terms thereof.

4.7 Until the owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the appropriate authorities in favour of the Transferee Company, the Transferee Company shall be deemed to be authorised to carry on business in the name and style of the Transferor Company under the relevant agreement, deed lease and/or licence, as the case may be and Transferee Company shall keep a record and account of such transactions.

4.8 For purposes of taking on record the name of the Transferee Company in the records of the Governmental Authorities in respect of transfer of immovable properties to the Transferee Company pursuant to this Scheme, the Boards of Directors of the Transferor Company and the Transferee Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or license (as the case may be) by the Transferor Company in favour of the Transferee Company.

4.9 It is further clarified that if the terms of any assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights of the Transferor Company are such that they cannot be transferred or assigned or endorsed in the name of the Transferee Company and / or any of the concerned authorities specifically direct the Transferee Company to make a fresh application, in such



scenario, the Transferee Company shall comply with the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights in the name of the Transferee Company. If any of assets (tangible or intangible), owned property, leasehold property and related rights thereto, licence or right to use the immovable property, tenancy rights are not transferred, in the name of Transferee Company due to any reason whatsoever the Board of Directors, officers or any of the employees of the Transferor Company shall not be held liable for any act, matter, deed or thing arising therefrom.

4.10 All the assets, investments including investments in shares and any other securities, actionable claims, and properties which are acquired by the Transferor Company on or after the Appointed Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions if any of the Act, without any further act or execution of any instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.

4.11 With effect from the Appointed Date, any statutory licenses, permissions, approvals, quotas or consents to carry on the operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions registrations or other licenses and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the



party thereto or the beneficiary or oblige thereof pursuant to this Scheme. If the terms of the statutory licenses, permissions, approvals, quotas or consents of the Transferor Company are such that they cannot be transferred or assigned or endorsed in the name of the Transferee Company and / or any of the concerned authorities specifically direct the Transferee Company to make a fresh application, in such scenario, the Transferee Company shall comply with the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the licenses, permissions, approvals, quotas, consents in the name of the Transferee Company and pending the requisite fresh permissions, approvals, consents etc., the Transferee Company shall, to the extent permissible under law, be allowed to continue to use the existing approvals, consents, permissions etc. issued in the name of Transferor Company. If the licenses, permissions, approvals, quotas, consents are not transferred in the name of Transferee Company and the licenses, permissions, approvals, quotas, consents of the Transferor Company are continued to be used due to any reason whatsoever, the Board of Directors, officers or employees of the Transferor Company shall not be held liable for any act, matter, deed or thing arising therefrom.

4.12 Since each of the permissions, approvals, consents, sanctions, remissions, rights, incentives, concession and other authorizations of MIL shall stand transferred by the order of the NCLT to BSCL, BSCL shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning authorities.

4.13 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary including for presentation and disposition





of cheques, and pay orders that have been issued in the name of the Transferor Company. Upon the Scheme being sanctioned and taking effect, the Transferee Company shall be entitled to maintain and operate all bank accounts and demat accounts related to the Transferor Company and all cheques, letters of credit and other negotiable instruments, drafts, payment orders, instrument slips, direct and indirect tax balance and/or payment advice of any kind or description issued in favour of the Transferor Company, either before or Appointed Date, or in future, may be deposited with the bank/depositary participant to the Transferee Company and credit of all receipts thereunder will be given in the accounts of the Transferee Company and the same shall be accepted by bankers of and credited to the account of Transferee Company. The bankers of Transferee Company should honour cheques issued by the Transferor Company for payment after the Effective Date. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, pay orders, received or presentation for encashment which are in the name of the Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of the Scheme.

4.14 With effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations (including obligations to hold assets in trust) of every kind, nature and description of the Transferor Company, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Scheme becoming effective shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, subject to applicable law and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same 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 and obligations have arisen in order to give effect to the provisions of this Clause. It is expressly provided that, save as mentioned in this Clause, no other term or



condition of the liabilities transferred to the Transferee Company as part of this Scheme is modified by virtue of the Scheme.

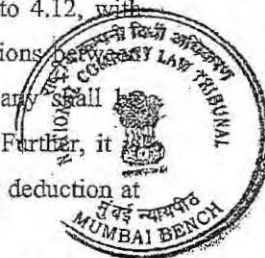
4.15 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company has been discharged by the Transferor Company, after the Appointed Date, such discharge shall be deemed to have been for, on behalf of and on account of the Transferee Company.

4.16 Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts, deeds and things as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

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

Provided always that the Scheme shall not operate to enlarge the security for any land, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date.

4.18 Without prejudice to the provisions of Clauses 4.1 to 4.12, with effect from the Appointed Date, all inter-se transactions between the Transferor Company and the Transferee Company shall be considered as intra-se transactions for all purposes. Further, it is clarified that any taxes in the form of income-tax, tax deduction at



source, goods and service tax, service tax, works contract tax, value added tax etc. paid on account of such transactions, shall be deemed to have been paid by or on behalf of the Transferee Company and on its own account and therefore, the Transferee Company will be eligible to claim the credit / refund of the same and is also entitled to revise its return to give effect to the same, wherever applicable.

4.19 Without prejudice to the generality of the applicable provisions of the Scheme, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds of any excess tax paid arising out of amalgamation or otherwise, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses, etc., pursuant to the provisions of this Scheme.

4.20 All the acts done by the Transferor Company after the Appointed Date shall be done in trust for and on behalf of the Transferee Company.

4.21 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause 4 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, deed or writing shall stand modified and/or superseded by the foregoing provisions.



### PART III

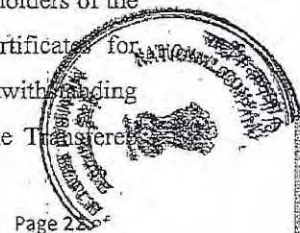
#### 5. ISSUE OF SHARES BY THE TRANSFEE COMPANY

5.1 Upon the coming into effect of this Scheme and its consideration thereof, the Transferee Company shall without any further application, act or deed, issue and allot ('Share Exchange Ratio');



"2 (Two) equity shares of INR. 10/- (Rupees Ten only) each credited as fully paid-up of the Transferee Company for every 3 (Three) equity shares of INR. 10/- (Rupees Ten only) held in the Transferor Company and whose names are recorded in the register of members on the Record Date. No allotment of any shares to the Transferee Company shall be made against those 7.82% of the total equity shares held by it in the Transferor Company. The equity shares so held by the Transferee Company shall stand cancelled and be extinguished in terms of Clause 6.1 of this Scheme as hereinafter provided."

- 5.2 If necessary, the Transferee Company shall before allotment of the equity shares in term of the Scheme, increase its authorised share capital by such amount as it stands to the credit of the Transferor Company by creation of at least such number of equity shares as may be necessary to satisfy its obligation under the provisions of the Scheme in compliance with the applicable provisions of the Act and the Rules thereunder.
- 5.3 Where new equity shares are to be allotted to the heirs, executors or administrators or, as the case may be, to the successors and deceased shareholders of the Transferor Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of Transferee Company.
- 5.4 The equity shares so allotted by the Transferee Company to the shareholders of the Transferor Company will in all respect rank *pari passu* with the existing equity shares of the Transferee Company for dividend and voting rights, save and except that the holders of such equity shares shall not be entitled to dividend declared by the Transferee Company before the Effective Date.
- 5.5 Upon the coming into effect of this Scheme, the shareholders of the Transferor Company shall surrender their share certificates for cancellation thereof to the Transferee Company. Notwithstanding anything to the contrary, upon the new shares in the Transferee



Company being issued and allotted by it to the shareholders of the Transferor Company whose names shall appear on the register of members of the Transferor Company on the Record Date, the share certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled and shall be of no effect from such issue and allotment.

5.6 For the purpose of the clause 5.1 above, (a) no fractional certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, and all such fractional entitlements shall be allotted to any of the director or officer of the Transferee Company as a trustee(s) for sale at the prevailing market price and the entire net proceeds subject to taxes shall be distributed to the persons entitled thereto in proportion to their respective fractional entitlements and (b) joint shareholders shall be treated as a single shareholder.

5.7 The new equity shares of the Transferee Company issued in terms of Clause 5.1 of this Scheme will be listed and/or admitted to trading on the Stock Exchanges where the shares of the Transferee Company are listed and/or permitted to trading. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchange.

5.8 Unless otherwise notified in writing on or before such date as may be determined by the Board of the Transferee Company or a Committee thereof, the new equity shares issued to the shareholders of the Transferor Company by the Transferee Company shall be issued in dematerialised form by the Transferee Company, provided that details of the depository accounts of the shareholders of the Transferor Company are made available to the Transferee Company by the Transferor Company at least ~~ten~~ <sup>five</sup> working days prior to the Effective Date. In the event such details are not available with the Transferee Company, it shall issue new equity shares to the shareholders of the Transferor Company in physical form. The new equity shares allotted pursuant



Scheme shall remain frozen in the depositories system till relevant directions in relation to listing /trading are provided by the relevant stock exchange.

- 5.9 The issue and allotment of the equity shares as provided under this Scheme, is an integral part and therefore, shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under section 62 of the Act any other applicable provisions of the Act, as may be applicable, and such other statutes and regulations as may be applicable were duly complied with except for making necessary filings under the Act to effectuate such issuance.

6. CANCELLATION OF SHARES

- 6.1. Upon the Scheme being effective, and in consideration of the transfer of and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, 1,350,000 equity shares held by the Transferee Company i.e. approximately 7.82% of the total equity shares of the Transferor Company, shall stand cancelled and extinguished and in lieu thereof, no allotment of any shares in the Transferee Company shall be made against those 7.82% of the total equity shares of the Transferor Company.

- 6.2. The Transferor Company shall ensure that the 'Minimum Public Shareholding' under Regulation 38 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the 'LODR') and applicable circulars thereunder, is maintained. The Transferor Company may apply, if and to the extent required, to the SEBI for seeking relaxation of the requirement of maintaining the 'Minimum Public Shareholding' under Regulation framed by the SEBI including requirements mandated under rule 19A of the Securities Contracts (Regulation) Rules, 1957 read with Regulation 38 of the LODR.

7. CONSOLIDATION OF AUTHORISED CAPITAL



7.1 Upon the effectiveness of this Scheme, the authorised share capital of the Transferor Company shall be merged with that of the Transferee Company. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Appropriate Authority and no separate procedure or further resolution under Section 62 of the Act or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act.

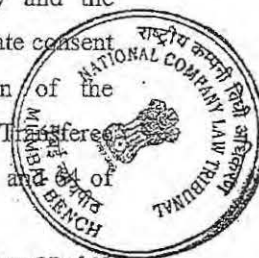
7.2 Consequently, Clause V of the Memorandum of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Sections 13, 230 to 232 of the Act and other applicable provisions of the Act, as set out below:

*"The Authorised Share Capital of the Company is INR. 66,30,00,000 (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of INR.10/- (Rupee Ten Only) each.*

Further, Article 4 of the Articles of Association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and substituted pursuant to Sections 14, 230 to 232 and other applicable provisions of the Act, as set out below:

*"The Authorised Share Capital of the Company is INR. 66,30,00,000 (Rupees Sixty Six Crores Thirty Lakhs only) consisting of 6,63,00,000 (Six Crores Sixty Three Lakhs) equity shares of INR.10/- (Rupee Ten Only) each.*

7.3 It is clarified that the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for effecting the consequential alteration of the Memorandum and Articles of Association of the Transferee Company and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration of the Memorandum and Articles of Association of the Transferee Company as required under Sections 13, 14, 16, 61, 62 and 63 of



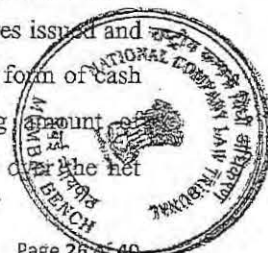
the Act and other applicable provisions of the Act. In accordance with Section 232 (3) (i) of the Act, the stamp duties and fees (including registration fees) paid on the authorised share capital of the Transferor Company shall be utilised and applied to the increased authorised share capital of Transferee Company and there would be no further requirement for any payment of stamp duty and/or fee by the Transferee Company for the increase in the authorised capital to that extent.

#### PART IV

#### 8. ACCOUNTING TREATMENT

8.1 Upon the Scheme becoming effective the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts in accordance with 'Pooling of Interest Method' of accounting as laid down in Appendix-C of IND-AS 103 (Business Combinations of entities under common control) as under:

- 8.1.1 All the assets, and liabilities in the books of the Transferor Company shall be recorded by the Transferee Company in its books of accounts at their respective carrying amounts as appearing in the books of the Transferor Company. No adjustment shall be made to reflect fair values, or recognise any new assets or liabilities.
- 8.1.2 The identity of reserves shall be preserved and shall appear in the financial statements of the Transferee Company, in the same form, in which they appeared in the financial statements of the Transferor Company.
- 8.1.3 The carrying amount of investments in the equity shares of the Transferor Company to the extent held by the Transferee Company, shall stand cancelled pursuant to Clause 6.1 of this Scheme and there shall be no further obligation in that behalf.
- 8.1.4 The excess of (a) the face value of the new shares issued and allotted plus any additional consideration in the form of cash pursuant to Clause 5.1; and (b) the carrying amount of investments cancelled pursuant to Clause 8.1.3 over the net





value of assets, liabilities and reserves of the Transferor Company acquired and recorded by the Transferee Company in terms of Clause 8.1.1 shall be transferred to Revenue Reserves (General Reserve and/ or Retained earnings).

- 8.1.5 Inter-company transactions and balances including loans, advances, amount receivable or payable inter-se between the Transferor Company and the Transferee Company as appearing in their books of accounts, if any, shall stand cancelled.
- 8.2 In case of any differences in the accounting policies between the Transferor Company and the Transferee Company, the impact of the same will be quantified and adjusted in the Revenue Reserves (General Reserve and/ or Retained earnings) of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.
- 8.3 On the Scheme becoming effective, the financial statements of the Transferee Company (including comparative period presented in the financial statements of Transferee Company, if required) shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the acquisition date (date when common control was established) or beginning of the said comparative period; whichever is later.

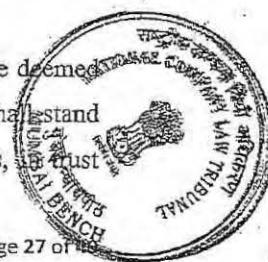
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**PART V**  
**GENERAL TERMS AND CONDITIONS**

**9. CONDUCT OF BUSINESS UNTIL THE SCHEME BECOMES EFFECTIVE**

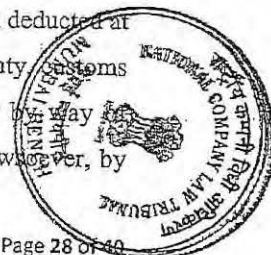
- 9.1 With effect from the Appointed Date and up to the Scheme becoming effective and unless otherwise approved by the Transferee Company:

- (a) The Transferor Company shall carry on and shall be deemed to have carried on its business and activities and shall stand possessed of their entire business and undertakings, as trust



for the Transferee Company and shall account for the same to the Transferee Company.

- (b) All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- (c) The Transferor Company shall carry on its business and activities with diligence and business prudence in the ordinary course consistent with past practice in good faith and in accordance with applicable law, and shall not, without the prior consent in writing of the Transferee Company, alter or diversify their respective businesses nor venture into any new business, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.
- (d) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except, consistent with past practice, in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Appointed Date.
- (e) All Taxes (including, without limitation, income tax, minimum alternate tax, tax deducted at source, sales tax, goods and service tax, excise duty, customs duty, service tax, VAT, entry tax etc.) paid or payable by the Transferor Company in respect of the operation and/or the profits of the Undertaking of the Transferor Company before the Appointed Date shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including without limitation, income tax, minimum alternate tax, tax deducted at source, sales tax, goods and service tax, excise duty, customs duty, service tax, VAT, entry tax etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by



the Transferor Company in respect of the profits or activities or operation of the Undertaking of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceeding, be dealt with accordingly.

9.2 The Transferee Company shall be entitled, pending the sanction of this Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

#### 10. STAFF, WORKMEN & EMPLOYEES

10.1 All the permanent employees of the Transferor Company, who are in service on the date immediately preceding the Scheme becoming effective shall, on and from the date Scheme becoming effective, become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable (on the overall basis) than those on which they are engaged by the Transferor Company immediately preceding Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.

The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointment with the Transferor Company.

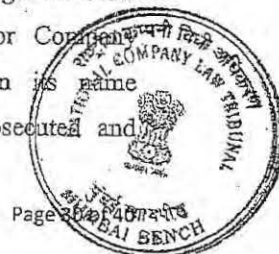


10.2 It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees so transferred for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

## 11. LEGAL PROCEEDINGS

11.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising on or after the Appointed Date and relating to the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company if this Scheme had not been made.

11.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 11.1 above transferred in its name respectively and to have the same continued, prosecuted and



enforced by or against the Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Company to the exclusion of the Transferor Company.

## 12. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

12.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Transferor Company, shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

12.2 With effect from the Appointed Date, any transferable statutory licenses, no-objection certificates, permissions, approvals or consents required to carry on operations of the Transferor Company shall stand vested in the Transferee Company without further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of undertakings of the Transferor Company pursuant to the Scheme. The benefit of all transferable statutory and regulatory permissions, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.

12.3 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or execute writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be





advance tax, self-assessment tax, minimum alternate tax, dividend distribution tax, CENVAT credit, goods and services tax credits, GST (TDS) other indirect tax credits and other tax receivables) shall be treated as the tax liability, refunds, claims, or credits, as the case may be, of the Transferee Company, and any tax incentives, benefits (including claims for unabsorbed Tax losses and unabsorbed tax depreciation), advantages, privileges, exemptions, credits, tax holidays, remissions or reductions, which would have been available to the Transferor Company, shall be available to the Transferee Company, and following the Effective Date, the Transferee Company shall be entitled to initiate, raise, add or modify any claims in relation to such Taxes on behalf of the Transferor Company.

14.2 The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into the Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the IT Act or any other Sections of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the IT Act, shall prevail and the provisions of this Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification will, however, not affect the other parts of the Scheme.

14.3 Any tax liabilities under the IT Act, Wealth Tax Act, 1957, Customs Act, 1962, Goods and Services Tax Act, 2017, any other Tax laws, service tax, luxury tax, entry tax, stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.



14.4 All Taxes (including income tax, tax deducted at source, minimum alternate tax, dividend distribution tax, wealth tax, sales tax, customs duty, SGST, CGST and IGST, entry tax, luxury tax etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, customs duty, SGST, CGST and IGST, entry tax, luxury tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

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

14.6 Upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds / credits, pursuant to the provisions of this Scheme.

14.7 Without prejudice to the generality of the above, all benefits including under the income tax (including benefits available to SEZ units u/s 10AA of the IT Act, MAT credit and TDS credit), sales tax, excise duty, entry tax law, customs duty, service tax, luxury tax, VAT, SGST, CGST and IGST etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.





14.8 The service tax, VAT under the pre GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Company under the Finance Act, 1994 and / or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be, service tax, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax, CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for, service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Company and not in the name of the Transferee Company.

**15. SAVING OF CONCLUDED TRANSACTIONS**

The transfer of properties and liabilities under Clause 4 above and the continuance of legal proceedings by or against the Transferor Company under Clause 11 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

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

Upon the effectiveness of this Scheme, the resolutions of the Transferor Company, as are considered necessary by the Board of Directors of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of Directors of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferor Company and shall constitute the aggregate of the said limits on the Transferee Company.



17. PROFITS AND DIVIDENDS

17.1 The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, to their respective shareholders 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 Transferor Company and the Transferee Company.

17.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company and the Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company as the case may be, and subject to approval, if required, of the shareholders of the Transferor Company and the Transferee Company as the case may be.

18. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the effectiveness of this Scheme, the Transferor Company shall stand dissolved without winding up and the Board of Directors and any Committee thereof shall ceased to function and shall be discharged from its obligations. Upon such dissolution of the Transferor Company without winding up, no person shall make and /or assert claims, demands or proceed against any director or officer or employee of the Transferor Company, for any acts, deeds and things done or decisions taken by or on behalf of the Transferor Company while carrying out the business and activities of the Transferor Company in ordinary course and, on and after the Effective Date the Transferee Company shall accept all such acts, deeds and things done or decisions taken by the Transferor Company, as acts, deeds and things done or decisions taken by and on behalf of the Transferee Company. Upon the scheme becoming effective, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies.



**19. APPLICATION TO NCLT**

The Transferor Company and the Transferee Company shall make necessary Applications / Petitions under Sections 230 to 232 of Act and other applicable provisions of the Act to NCLT for sanction of this Scheme under the provisions of law.

**20. MODIFICATION OR AMENDMENTS TO THE SCHEME**

20.1 The Transferor Company and the Transferee Company, with approval of their respective Board of Directors and any Committee thereof may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions /deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board of Directors and any Committee thereof to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters, and things necessary for bringing this Scheme into effect or agree to any terms and/or conditions or limitations that NCLT or any other authorities under law may deem fit to approve of, to direct and/or impose. The aforesaid powers of the Transferor Company and the Transferee Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Board of Directors or any Committee or any person authorised in that behalf by the concerned Board of Directors, subject to approval of NCLT or any other authorities under the applicable law.

20.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors and any Committee thereof of the Transferee Company or the Transferor may determine and give such directions, including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all the parties, in the same manner and as if the same were specifically incorporated in the Scheme.

20.3 If any provision in this Scheme shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision



is legal, valid and enforceable and gives effect to the commercial intention and understanding of the Transferor and the Transferee Companies.

21. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

21.1 The Transferor and the Transferee Companies filing the Scheme approved by their respective Board of Directors with the designated Stock Exchanges fixed by the Board of Directors of the Transferor and Transferee Companies respectively, in terms of the SEBI Circular and receiving a 'no objection' and/or 'observation' letter.

21.2 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective shareholders and/or creditors, if required, of the Transferor Company and the Transferee Company, as may be directed by the NCLT or any other appropriate authority as may be applicable.

21.3 Approval of the shareholders of Transferor Company and the Transferee Company through e-voting and/or any other mode as may be required under any Applicable Law and the SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders of Transferor Company and the Transferee Company, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of the Securities Contracts (Regulation) Rules, 1957;

21.4 The requisite sanctions and approvals of any Government authority including Stock Exchanges, SEBI, as may be required by law, in respect of the Scheme being obtained;

21.5 The sanction of this Scheme by the NCLT under Sections 230 to 232 of the Act, and other applicable provisions, if any of the favour of the Transferor Company and the Transferee Company; and



21.6 Certified or authenticated copy of the order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, by the Transferor Company and the Transferee Company.

**22. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION /WITHDRAWAL OF THIS SCHEME**

22.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by NCLT or such other competent authority and/or the order not being passed as aforesaid before December 31, 2019 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Boards of Directors of the Companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

22.2 The Transferor Company and the Transferee Company through their respective Boards, shall each be at liberty to withdraw from this Scheme (i) in case any condition or alteration imposed by any Appropriate Authority / person is unacceptable to any of them or (ii) they are of the view that coming into effect of the respective parts to this Scheme could have adverse implications on the respective companies.

22.3 In the event of revocation /withdrawal under Clauses 22.1 and 22.2 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed



done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, the Transferor Company and the Transferee Company shall bear its own costs, unless otherwise mutually agreed.

23. COSTS, CHARGES & EXPENSES

All costs, duties, levies, charges and expenses payable by the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and/or incidental to the completion of the Scheme shall be borne and paid solely by the Transferee Company.

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Copy Issued "free of cost"  
On 13.09.2019

Assistant Registrar  
National Company Law Tribunal Mumbai Bench

~~Certified True Copy  
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On~~

~~Assistant Registrar  
National Company Law Tribunal Mumbai Bench~~



TRUE COPY  
ATTESTED BY ME

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