

**THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
PATANJALI FOODS LIMITED**



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L15140MH1986PLC038536

I hereby certify that the name of the company has been changed from RUCHI SOYA INDUSTRIES LIMITED to PATANJALI FOODS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Ruchi Soya Industries Limited.

Given under my hand at Mumbai this Twenty fourth day of June two thousand twenty-two.



ANIL YADAV

Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

PATANJALI FOODS LIMITED

RUCHI HOUSE, ROYAL PALMS, SURVEY NO. 169, AAREY MILK COLONY, NEAR MAYUR
NAGAR, GOREGAON (EAST), Mumbai, Maharashtra, India, 400065





सत्यमेव जयते

No. 38536

कारबार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business
कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में
Pursuant of Section 149 (3) of the Companies Act, 1956

मैं एतद् द्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम 1956 के अधीन तारीख.....को निगमित
की गई थी और जिसने आज विहित प्रारूप में सम्यक् रूप से सत्यापित घोषणा फाईल
कर दी है कि उक्त अधिनियम की धारा १४९ (१) (क) से लेकर (घ) तक/
१४९ (२) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार
प्रारम्भ करने की हकदार है।

I hereby certify that the **RUCHI SOYA INDUSTRIES LIMITED**
which was incorporated under the Companies Act, 1956 on the **SIXTH**
day of **January 1986** and which has this day filed a duly verified
Declaration in this prescribed form that the conditions of Section 149 (2) (a)
to (c) of the said Act, have been complied with is entitled to commence
business.

मेरे हस्ताक्षर से यह तारीख.....को.....में दिया गया।

Given under my hand at **Bombay** this **Fourteenth**
day of **January** One thousand nine hundred and **Eightysix**.



Sd/-
(**V. Radhakrishnan**)
कम्पनियों का रजिस्ट्रार
Registrar of Companies
Maharashtra



प्रारूप आई० आर०

FORM I. R.

निगमन का प्रमाण-पत्र

Certificate Of Incorporation

ता का सं

No. 38536 of 1986

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम, १९५६ (१९५६ का १) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है ।

I hereby certify that **RUCHI SOYA INDUSTRIES LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज तारीख को दिया गया ।

Given under my hand at **BOMBAY** this **SIXTH** day of **JANUARY** One Thousand Nine Hundred and **EIGHTYSIX**.



Sd/-

(**V. GOVINDAN**)

कम्पनियों का रजिस्ट्रार
Registrar of Companies



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Processing Centre
Manesar, Plot No. 6,7, 8, Sector 5, IMT Manesar, Gurgaon, Haryana, 122050, India

Corporate Identity Number: L15140MH1986PLC038536 / L15140MH1986PLC038536

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s PATANJALI FOODS LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on null altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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 ROC, CPC this FIFTEENTH day of AUGUST TWO THOUSAND TWENTY FOUR

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Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

Mailing Address as per record available in Registrar of Companies office:

PATANJALI FOODS LIMITED

616, Tulsiani Chambers Nariman Point, NA, Mumbai, Mumbai City- 400021, Maharashtra, India



THE COMPANIES ACT, 1956
(A COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION OF
PATANJALI FOODS LIMITED

- I. The name of the Company is **PATANJALI FOODS LIMITED**
- II. The Registered office of the company will be situated in the State of Maharashtra.
- III. The objects for which the company is established are :
 - A. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To acquire, promote, establish and carry on business of manufacturers, importers, exporters, traders dealers and processing of high protein soyabean meal, high protein foods, soya flour, soya meal, textured proteins protein-concentrates, protein, isolates, lecithin, glycerine, emulsifiers, oils, deoiled cakes, refined oil, hydrogenated oils (Vanaspati), margarin, peanut butter, peanut milk, refined oil from or out of cottonseeds, castor, linseeds, sunflower, soyabean, rice bran, ground nut and other types of edible and non-edible essential and non essential, oil seeds, and vegetable seeds of all kinds by any type of processing viz, ordinary crushing, solvent extraction, chemical or any other process and to utilise the oils & cakes and proteins to be produced therefrom.
 2. To carry on the business of manufacture and processing of nutrition foods, cattle feeds, manure, fatty acids, soaps perfumes, chemicals and other products in which such oil seeds, oil cakes, and proteins are utilised and of making, preparing and processing of formulations and by-products of oil seeds, oils, proteins, from the products aforesaid.
 3. To act dealers, whole-sellers, retailers, stockists, commission agents, representatives, selling agents, purchasing agents, distributors and brokers, exporters, importers manufactures, cultivator farmers, processors, refiners of soyabean, ground nut, sesame seeds, all other oil seeds edible and non-edible, oils, vanaspati, oil cakes, proteins and protein foods.
 4. To carry on business of manufacturer, buyer, seller, trader, importer, exporter, supplier, stockist, agent and distributor of all kinds of hair, dental, home and body care products including soaps, body cleaners, glycerine, detergent, powder, cream, scents, hand wash, face wash, shampoo, hair cleanser, mehndi, hair oil, toothpaste, honey, body oil etc.
 5. To carry on business of manufacturer, buyer, seller, trader, importer, exporter, supplier, stockist, agent, distributor, dealer for all kinds of food and beverages including but not limited to confectionary, breakfast cereals, biscuits, noodles, rusk, cookies, ghee, juices, dry fruits, spices, candies, murabba, jams, ketchups and pickles, atta, food grains, pulses and other staples, rice, sugar, sugar products, tea, coffee, nutritions, millet based products and all type of food products.
 - B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:-**
 6. To, buy sell, manufacture, repair, alter, improve, exchange let out on hire, import export and deal in all factories, working plant, machinery, tools, utensils, appliances, apparatuses, capable of being used in any business, which this company.
 7. To acquire, build, contract, alter, maintain, enlarge, pull down, remove or replace and to structural work manage and control whether for investment or sale any building office, factories, mills, shops, machinery, engines, roads, railways siding, reservoirs, water sources, electric works and conveniences which may seen calculated directly or indirectly to advance the interest of the company and to join with other person, firm or company in doing any of these things.
 8. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, work, cultivate deal and turn to account, concessions, grants, decrease, licences, privileges, claims, options, leases, property real or personal or rights or power of any kind which may appear to be necessary or convenient for any business of the company and to purchase,

charter, hire, build or otherwise Purchase and acquire vehicles of any or every sort or description of or use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds and carry on the business of owners to trucks, lorries, motor car.

9. To acquire and take over any going concern's business dealing in the products of the company at any place or places as carried on by them as a partnership, firms, property concern, Association Company with all or any of the assets and liabilities with goodwill, patents, trademark, rights and privileges, outstanding contracts and all appurtenants, rights, benefits and advantages of the said concern including import and other quota, rights, licences, permits, telephone and all other properties, movable and immovable whatsoever and wheresoever of the said concern and all trade connected therewith on such terms and conditions as may be agreed upon and with a views thereto adopt, become parties to and to enter into such arrangements or other deeds instrument and writing and may be deemed proper or advisable and to agree to make such modification therein as may be thought fit and to carry on the same into agree to make such modification therein as may be thought fit and to carry on the same into effect with or without modification.
10. To enter into partnership or into any arrangements for sharing profits, union of interests, co-operations, joint ventures, reciprocal, concessions, or otherwise with any person or company carrying on or engaged in or about to carry on engage in any business or transaction which the company is authorised to carry on or and to lend money to guarantee the contract or otherwise acquire shares and securities of any such company and to sell hold issue with or without guarantee or otherwise deal with the same. But the Company shall not do the banking business as defined under the Banking Regulation Act, 1949.
11. To invest money on interest with or without security or on the security of lease hold or free-hold, land, shares, securities, stock, merchandise, vehicles, immovable and other properties and assets and generally to lend and advance money to such persons, firm or companies and upon such terms and subject to such conditions as may be seem expedient.
12. To pay for any right of property acquired by the company and to remunerate any person, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them shares or securities of the company is paid up in part or otherwise.
13. To amalgamate or be merged or absorb with/by any other company / Companies or any other form of business having objects which this company is authorised to carry on or having objects altogether or in part different than, the objects of this company.
14. To promote any other company for the purpose of acquiring all or any properties of the company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
15. To purchase take on lease, on hire or exchange or otherwise acquire and hold any estates, lands, buildings of a interest in any movable or immovable properties of any kind necessary or convenient for the company's business whether in India or in any part of the world and to erect, lay down, maintain, reconstruct and adopt any buildings, offices, workshops, mills, plant, machinery, merchandise goods articles and thing and to sell, dispose of and deal with the same.
16. To establish, provide, maintain and conduct or otherwise subsidies, research, laboratories and experimental workshops for scientific and technical researches and to undertake, and carry on with all scientific and technical researches, experiments, and tests of all kinds and to promote studies and research both for scientific and technical investigation and invention by providing subsidising endeavouring or assisting laboratories, workshops, libraries, lectures, meetings, and conferences and generally to encourage promote and reward studies, researches, investigation experiment, tests and invention of any kind that may be considered likely to assist any of the business which the company is authorised to carry on.
17. To provide for the welfare, make gift, or grant bonuses to any Directors or employees or ex-employee of the company or its predecessors in business and the wives, widows and families or the dependants or connections of such persons by- building or contributing to the building of house or dwellings or quarters or by grant of money pensions, gratuities, allowances, bonus, profits shares from time to time, subscribing or contributing to provident fund other associations, institutions, funds, profits, sharing or other schemes or trusts and by providing or subscribing or contributing, towards places of instructions and recreation, hospitals and dispensaries medical and other assistance the Company shall think fit.
18. Subject to the provision of Section 58-A of the Companies Act, 1956 and rules made thereunder and directives of RBI, to receive money business purpose on deposit or loan and to borrow or raise money with or without security and/or secure payment of money by mortgage or by the issue of debentures or debenture-stock perpetual, terminable or otherwise bonds mortgages, hypothecation, lien or any other security founded or based or charged upon all or any of the property or right of the company or in such other manner as the company shall think fit and for the purpose aforesaid to charge all or any of the company's property or assets movable or immovable

liquid or otherwise present and future including its uncalled capital and collaterally or further to secure any securities of the company by a trust deed or other assurance and to redeem purchase or payoff any such securities. But the company shall not do banking business as defined in Banking Regulations Act, 1949.

19. To payout of the funds of the company all expenses of an incidental to the formation, registration, advertisement and establishments of the company and the issue and subscription of the share or loan capital including brokerage and or commission for obtaining applications for or placing or guaranteeing the placing of shares or any debentures, debenture-stocks and other securities of any circular or notice and printing, stamping, circulating of proxies and forms to be filled up by the member of the Company.
20. To subscribe, underwrite, acquire, hold sell and otherwise deal in shares, stocks, bonds, mortgages obligations and securities of any kind issued or guaranteed by any Company (body corporate or undertaking) carrying on business altogether different or similar or analogous to the business of the Company and wheresoever constituted- or carrying on business and shares stock (bonds) mortgage, obligation and other securities issued or guaranteed by any government, sovereign, ruler, commissioner trusts, municipal local or other authority of body of whether nature whether in India or elsewhere subject to laws of foreign countries.
21. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-Stock, contracts, mortgages charges, obligation instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated and generally to guarantee or became sureties for the performance of any contracts or obligation, but the company shall not do any banking business as defined under the Banking Regulations Act, 1949.
22. To lend and advance money, either with or without security and give to such person (including Government) and upon such terms and conditions as the company may think fit. But the company shall not do any banking business as defined under the Banking Regulation Act, 1949.
23. To enter into contracts, arrangements and agreements with any other company for the carrying out on behalf of the Company any of the objects for which the company is formed.
24. To enter into any arrangements with any Government or authorities, 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 authorities, any rights, privileges, licences and concessions which the company may think fit, desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
25. To remunerate any corporation or person whether a Director of the Company or not in the form of brokerage, commission, royalty for technical know how and for others or otherwise for any services rendered to the company or any introducing business obtaining subscription for or Guaranteeing the subscriptions of or assisting in placing the shares, debentures, debenture-stock or securities of the company or in which it is interested or otherwise assisting or rendering services to the Company.
26. To adopt such lawful means of making known the business of the company as may seem expedient and in particular by advertising in the press, television, radio, hoardings by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations subject to the Section 293-A of the Companies Act, 1956.
27. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants and other negotiable or transferable instrument or securities, subject to Reserve Bank of India directives.
28. To apply the assets of the company any way or towards the establishment, maintenance or extension of any association, institutions or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with trade including any association institution or fund for the protection of the interests of masters, owners and employees against loss by bad debts, strikes, combinations, fire accidents or otherwise or for the benefit and clerks workmen or other at any time employed by the company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular or friendly cooperative and other societies reading rooms, libraries, educational and charitable institutions, during and recreation, temples, schools and hospitals and to grant gratuities, pensions and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever, but not for political purpose.
29. To establish or acquire and carry on trading stations, factories, stores and depots in India or elsewhere and to purchase, lease or otherwise acquire, carry on develop and improve business or real or personal property in India or elsewhere of any undivided or other interest whatsoever therein respectively.
30. To establish, purchase or otherwise acquire, run, conduct and operate Cold storage, Warehouse, Dry storage, Warehouse, Bonded Warehouses for the preservation, storage and treatment of merchandise, machinery, food, products farm products cereals and seeds and all other articles whether manufactured or not both of foreign and indigenous production or manufacture.

31. To open current, fixed or other accounts with any bank, bankers, shroff or merchant and to pay into and to draw money from such accounts.
32. To undertake financial, transactions and operations in connection with the business of the company.
33. To procure the incorporation, qualification, registration or other recognition of the company in any other country, state or place.
34. To establish branches or agencies, another by means of local boards or otherwise any where in India or elsewhere at any place or places through out the world for the purpose of enabling the company to carry on its business more efficiently and to discontinue or reconstituted any such branches or agencies.
35. To refer or agree to refer any claims, demands, disputes or any other question by or against the company or in which the company is interested or concerned and whether between the company and the members and member or their or his legal representatives, or between the company and third party to arbitration in India, or at any place outside India, and to observe and perform and do all acts, deeds, matters and things to carry out or enforce the awards.
36. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licence, easements, options and other lawful manner, dealt with or dispose of the whole or any part of the undertaking property, assets, rights and effect of the company for such consideration may be thought fit and particulars for stocks, shares whether fully or partly paid up, or securities of any other company having objects altogether or in part similar to those of this company and if thought fit to distribute and same amount the share-holders of this company subject to the provisions of the Companies Act, 1956.
37. Subject to the provisions of the Companies Act, 1956 to distribute as bonus shares amongst the members or to reserve or otherwise apply as the company may from time to time determine any money received in payment of dividends accrued on forfeited shares and moneys realised from the sale by the company of the forfeited shares or any moneys received by way of premium on shares or debentures issued at a premium by the Company.
38. Subject to the provisions of the Companies Act, 1956 to distribute among the members in specie any property of the company or any proceeds of sale or disposal of any property of the company in the event of winding-up.
39. To invest any surplus money of the company in such investments (including shares or stock in the company) as may be thought proper and to hold sell or otherwise deal with such investments.
40. Subject to provisions of Section 293-A of Companies Act, 1956 to subscribe or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific national, public or other institution or objects which shall have any moral or other claims to support or aid by the company either by reasons of locality of operations or of public and general utility.

(C) OTHER OBJECTS :

41. To carry on the business of an investment company and for that purpose to invest in acquire, underwrite, subscribe for, hold shares, bonds, stock, securities, debentures, debentures-stocks, issued or guaranteed by any company constituted any carrying on business in India, or in any foreign country and debenture, debenture stock, securities, bonds, obligations, issued or guaranteed by any Government State, dominions sovereign, central or provincial commissioners, port-trust, public body or authority supreme, municipal, local or otherwise whether in India or elsewhere.
42. To invest money on interest with or without security or on the security of lease hold and free hold land, shares securities; stock, merchandise, vehicles, immovable and other property and assets and generally to lend and advance money to such persons, firm or companies and upon such terms and subject to such conditions as may seem expedient.
43. To acquire by purchase or on lease or otherwise, lands in India or elsewhere and to cultivate irrigate improve and develop and lands and properties and to develop the reserve thereby cleaning, fencing, cultivation, planting, manuring, farming, letting or otherwise, with power to advance money to other persons for any of the purposes aforesaid.
44. To carry on business as stockist, importers and exporters of and dealers in all kinds of goods suppliers, commission agents and clearing and forwarding agents and to do any or all or any of the business of wholesale and retail in all kinds of merchandise including textiles, yarn, steel spices, coals, oils, chemicals, dyes and grains, cereals, industrial and Agricultural products, machineries equipments, tools instruments and hardware.
45. To own, acquire, run taxi cabs, lorries, cars, trucks, station wagons, motors, ships, vessels, boats and all other vehicles of whatsoever kind from one place to another (whatsoever) for the purpose of carrying, conveying, transporting goods, animals, passengers, merchandise or other things.

46. To carry on the business as a manufacturer and dealers of all kinds of brass, Aluminium, stainless steel, or other metal/alloy utensils, Hospital wares, surgicals, instruments, and other appliances of all kinds of sheets and circles.
47. To carry on business as dealers, distributors, stockists, buyers, sellers, repairer, cleaners, importers, exporters or agents of Motor Cars, trucks, lorries, Dumpers, Toppers and carriages motor cycles, Scooters, bicycles, Tractors, earth moving equipments, Tractors and other vehicles, agricultural implements Pumps and Machineries and spare parts, engines Motor Accessories, components, tools, batteries, glass panels and sheets, apparatus, fittings, furnishing materials, tyres, tubes, paints, lubricating fuel, oils, gas or other materials used or required for such vehicles implements or machine and to, act as a transporters of goods and passengers travelling or clearing agents and to let out hire or finance on hire purchases system otherwise automobile and other vehicles, implements, machines and any of the aforementioned products or things.
48. To carry on the business of manufacturer, importer, exporter, fabricator assemblers and dealers in automobile parts and implements of all kinds and description and others gears transmission, axles, universal joints, springs, springs levers, head lamps, sealed beams, components, parts, spare parts, accessories and fitting of all kinds for the said articles and things used in connection with the manufacturing thereof alloy, steel, billets, Hats and bars and other Engineering items and other related items for motor cars, motor trucks, buses, tractors, jeep vans, lorries, motor launchers, aeroplanes, sea planes, motor cycles, scooters, mopeds, vehicles and conveyances of all kinds.
49. To carry on business in India as manufacturers, producers; dealers, importers, exporters and refiners of drugs, medicines, chemicals, pharmaceuticals and antibiotic products and preparations of all kinds and all dyes, dyestuffs paints, varnishes, colours and industrial and ingredients of every kind and other articles, Components or things of any description whether analogous to the foregoing or not.
50. To acquire accounting machines in its varieties including computers and to dispose of machine or computer time, purchase machine or computer time and dispose of the same.
51. To undertake the custody and ware housing of merchandise goods and materials and provide cold storage and other special storage facilities.
52. To carry on the business of manufacturers, dealers, importers, exporters, buyers, sellers, merchants, contractors, brokers, commission agents and moulders of all kinds of plastics, PVC, polypropylene, polystyrene, plasticizers, polythelene and polymers articles, foods and products of all kinds in the manufacture or which above are used including shoes, pipes, and tubes, fittings of all types, conduits and stabilisers.
53. To carry on the business of manufacturers of and dealers in iron, steel, aluminium, brass, copper and copper, alloy bimetal, lead, silver and all other ferrous and non-ferrous metal pipes, seamless or otherwise, tubes, sheets, rods, square, strips, plates, coils, condensers, steel wires, ingots, circles and other manufacturers, by products and part of the aforementioned items in all their respective branches.
54. To carry on the business of manufacturers, processors, fabricators, drawrds, rollers and re-rollers of ferrous and non-ferrous metals, steel, bimetal products, copper and copper alloys, alloy steel, sponge iron, prestressed pillars, billets, including manufacturing, processing and fabricating of pipes, utensils, wires, nails, wire ropes, wine products, screws expanded metal hinges, plates, hoops, angles and to manufacture any other engineering products including hospital appliances and surgical instruments and to act as exporters and importers and dealers in all such and allied merchandise.
55. To carry on the business of water proofer and manufacturers of Indian rubber, leather, imitation leather, cloth, plastic, oil cloth, linoleum, tarpulin, hospital sheeting and surgical bandages.
56. To manufacture, build, fabricate, repair, refit, service, survey, transport, clean, own, purchase, charter, hire acquire, sell, exchange, let, operate, trade or deal in all carriers, craft, vessels, articles or things, (including buses automobiles, trailers compressors, generators, road rollers, scooters, autorickshaw, mopeds, motor cycles, cycles, fork lift, prime movers, Cranes, bull dozers, tractors, earth moving machinery, trucks, ships, yachts, boats, tugs, barges, lighters, ferries, hovercrafts, warships, aeroplanes, helicopters, elevators, escalators, lifts, hoists, material and container handling equipment and other craft, vessels, articles or things, whether propelled by electricity, petrol, oil, kerosene, gas, diesel, atomic energy or any other form of motive or other power, or whether on such power is required for propelling the carriers, vessels, craft articles and things which are involved in the movement of men, material and things of every description.
57. To carry on the business of manufacturers, traders, dealers, selling agents buying agents, exporters, importers and commission agents of containers, bags, sacks, packaging materials, drums and storing equipment of all kinds whether made of steel, iron, wood, plastic, polythene or any other material and whether required for industrial, commercial, household, shipping or any other purpose.
58. To carry on the business as investors and land owners for which purpose to acquire and purchase take on lease or in exchange, hire or by other means obtain ownership and/or options over and freehold or other property for

the said estate & or interest thereof any rights, privileges or easements over or in respect of any property, land or any building and turn into account, develop the same and dispose of or maintain the same and to build township, markets, or other buildings or conveniences.

59. To breed, rear, farm buy, sell and deal in live stock and to buy, prepare and manufacture animal produce or manures of every kind and to sell, dispose of deal in or otherwise turn to account any such produce or manures, either in their prepared and manufactured state or in the raw state and either by wholesale or retail.
60. To carry on the business of mechanical engineers, chemical engineers, civil, architectural and structural engineers, founders or iron and steel and ferrous and non-ferrous metals, tool makers, brass founders, metal workers, boilermakers, mill wrights, machinists, iron and steel convertors, builders, metallurgists, electrical engineers, smelters, galvanizers, electroplates, enamellers water supply engineers, gas makers and to run workshops, to undertake and execute machining mechanical and structural jobs.
61. To carry and transact every kind of guarantee and indemnity business and to undertake obligation of every kind and description and also to undertake trusts of all kinds as may be conveniently carried on with the main objects of the Company.
62. To take charge of and act as agents for life, fire, marine, accidents or any other kind of insurance companies.
63. To foster, assist, promote encourage in India and in foreign countries literary, scientific and commercial resources and also to find, start, establish, finance, subsidize, purchase, acquire, newspapers, journals and magazines.
64. To guarantee or become sureties for the performance of any agreement or contract of any party or parties or for the discharge of any duty or obligation of any party or parties of the payment of money of any party or parties.
65. To manufacture, deal in and process all kinds of medical and surgical instruments and appliances, industrial instruments including meters, weighing machines and devices for including recording and regulating pressure temperature, rate flow weights and levels, scientific instruments mathematical surveying and drawing instruments, as well as items produced in miscellaneous mechanical and engineering industries like plastic moulded goods, hand tools, small tools and the like and razor blades.
66. To manufactures, buy, sell, import, export, hire, exchange, assemble repair, alter, improve or otherwise deal in all types of electronic goods, instruments appliances and apparatus of every kind and description including electric motor, transformers, fans, generators, switch-gears, television, VCR's of all types and design.
67. To carry on the business of jewellers, bullion merchants, goldsmiths silversmiths, gem and stone merchants.
68. To deal in precious stones, diamonds, pearls, jewellery, watches, clock, chronometers, gold and silver plates, electro-plates, cutlery, presents and gifts, coins, cups, metals shields, curious articles of virtue, art and antiquities, dressing bags, hand bags, and bronzes.
69. To acquire or set up and run hospitals, clinics, nursing homes, maternity and family planning units or pathological laboratories.
70. To carry on the business of manufacturers of drums, barrels packages, tanks and containers, tubes, aerosol containers of every description from steel, tin and other metals and of such substances like paper, boards, plastics, polythene, polypropylene, HDPE/HM-HDPE as may furnish materials for such manufacturing in any of its branches.
71. To layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model or do any other work in connection with any building or building scheme, roads, highways, bridges, canals, wells, dams, power plants, wharves, ports, reservoirs, embankments, tramways, railways, irrigations, reclamations, improvements, sanitary, water gas, electric light, telephone, telegraphic and power supply works, or any others structural or architectural work of any kind whatsoever and for such purpose to prepare estimates, designs, plants, specifications or models and do such other or any act that may be requisite therefore.
72. To carry on the business as manufacturers of industrial and mining machinery, plant and equipment, agricultural machinery and implements and for the above purposes to acquire, maintain, run factories, laboratories, research centres, workshops or otherwise.
73. To do all kinds of consultancy services; carry on researches and act as advisers, for those industrial units which may desire to utilise these services and act as advisers, consultants, appraisers, surveyors to financial institutions and Government bodies for scrutinising and appraising the industrial schemes, which they may receive in connection with financial assistance participation or otherwise.
74. To buy take on lease, or under licence, concession, grant or otherwise acquire mines, mining rights in any lands

and to explore, work, export, develop, turn to account the same.

75. (a) To carry on the business of leasing, hire purchase and finance and to provide on lease or on hire purchase all types of industrial and office plant, equipment, machinery, vehicles and building.
- (b) To carry on business of Merchant Banking, Portfolio Management and Underwriting activities inter alia includes issue Management, Consultant/Advisor to Issue.
76. To carry on business of manufacturing, processing, buying, selling and dealing in all kinds of cement.
77. (a) To carry on the business of manufacturer of and dealers in dairy, farm, garden, and their produce of all kinds and in particular, milk, cream, butter, ghee, cheese, poultry eggs, fruits, vegetables oils, vegetable ghee, artificial ghee, spices, sausages, prawn, ported meat, table delicacies, loaves, bread, manures.
- (b) To engage and carry on the business of raising, packing, grading preparing for market, butter, creamed milk, farm products of all description.
- (c) To plant, grow, cultivate, process, produce, manufacture, raise, import, export, buy, sell, distribute and/or otherwise deal in all kinds and varieties of cash crops including Jathropa, Palm plantation, medicinal plants, petro-chemicals, bio-diesel and all by-products thereof.
- (d) To carry on in India or elsewhere the business to manufacture, produce, process, prepare, disinfect, fermentate, compound, mix, clean, wash, concentrate, crush, grind, segregate, pack, repack, add, remove, heat, grade, preserve, freeze, distillate, boil, sterilize, improve, extract, refine, buy, sell, resale, import, export, barter, transport, store, forward, distribute, dispose, develop, handle, market, supply and to act as agent, broker, representative, consultant, collaborator, adatia, stockists, liasioner, middleman, export house, jobworker or otherwise to deal in all types, descriptions, tastes, uses and packs of consumer food items, ready to eat or ready to cook food products, their by products, ingredients, derivatives, residues, including foods (which includes fruits and vegetables), packed foods, powders, pastes, liquids, drinks, beverages, juices, jams, jelly, squashes, pickles, sausages, concentrates, extracts, essences, flavours, syrups, sarbats, flavoured drinks, health and diet drinks, extruded foods, frozen foods, dehydrated foods, pre cooked foods, canned foods, preserved foods, health foods, fast foods, cream, cheese, butter, biscuits, breads, cakes, pastries, confectionery, sweets, chocolates, toffees, breakfast foods, protein foods, dietic products, strained baby foods, instant foods, cereal products, table delicacies and all other items whether natural, organic, artificial or synthetic of a character similar or analogous (including meat analogous, mock meats) to the foregoing or connected therewith and to do all incidental acts and things necessary for the attainment of foregoing objects.
78. To carry on the business of running, operating, managing, advising, supplying, maintaining, manufacturing, importing, exporting, trading and dealing in all kinds of telecommunication systems.
- 79 (i) To generate, develop, accumulate, distribute, buy, sale, transmit or otherwise deal in conventional and non-conventional (solar, wind, hybrid etc.) sources of energy and to install, establish, takeover, lease out, renovate and operate such power generation plants for taking up electricity generation, anywhere in India and abroad to utilize the same for captive generation and captive consumption by the Company.
- (ii) To produce, buy, sale, treat, exchange, renovate, alter, modernize, install or otherwise deal in any type of machines or equipments for generating, distributing, transmitting energy including electricity.
- (iii) To establish centers for research, developments and innovation in conventional and non-conventional sources of energy.
- (iv) To give consultancy services of all kinds for erection, commission and operation of conventional and non-conventional power plants/projects including revamping and modernization of all existing plants and matters related thereto.

IV. The liability of the members is limited.

- V. *The Authorised Share Capital of the Company is Rs. 953,05,00,000 (Rupee Nine Hundred and Fifty Three Crores and Five Lacs Only) divided into 211,20,50,000 Equity Shares of Rs. 2/- each and 5,30,64,000 Cumulative Redeemable Preference Shares of Rs. 100/- each.

*The Authorised Share Capital of Patanjali Consortium Adhigrahan Private Limited has been merged with the Authorised Share Capital of the Company as per Order dated 24th July, 2019 read with Order dated 4th September, 2019 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench under section 31 of the Insolvency and Bankruptcy Code, 2016.

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

S.No.	Name Address, Descriptions and Occupation of the Subscribers	No. of Equity Shares taken	Signature of subscribers	Name, Signature, Address & occupation of Witness
1.	Sanjay Jhalani S/o. Ramesh Jhalani 3/5 New Palasia, Indore Business	10 (Ten)	Sd/-	Sd/- Pawan Agrawal S/o. Ramdhan Agrawal 42, Gopal Bhawan 199, Princess Street
2.	Suresh Shahra S/o M.P. Shahra 29-Old Palasia, Indore Business	10 (Ten)	Sd/-	
3.	Abha Shahra W/o Dinesh Shahra Sharda 102, A-Road, Churchgate Bombay	10 (Ten)	Sd/-	
4.	Brajesh Kumar S/o Radhakishan 38-Daulatganj, Ujjain Business	10 (Ten)	Sd/-	
5.	Vinay Shah S/o Ratanlal Shah 26, Rajaswas Gram, Indore Service	10 (Ten)	Sd/-	
6.	Vinod Gupta S/o Shri Mohanlal Gupta D-205, Veena Nagar, S.V. Road Malad (W) Bombay Service	10 (Ten)	Sd/-	
7.	Praveen Khandelwal S/o Loknath Khandelwal 804, Cotton Exchange Bldg. Kalbadevi Road, Bombay-2 Business	10 (Ten)	Sd/-	
	Total	70 (Seventy)		

Dated the 27th day of December, 1985

Bombay

Articles of Association of Patanjali Foods Limited

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The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the annual general meeting of the Company held on 26th September, 2014 in substitution for, and to the entire exclusion of the earlier regulations comprised in the extent Articles of Association of the Company.

TABLE 'F' EXCLUDED

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| 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. | (1) | In these Articles –

(a) "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.

(b) "Articles" means these articles of association of the Company or as altered from time to time.

(c) "Board of Directors" or "Board", means the collective body of the directors of the Company.

(d) "Company" means Patanjali Foods Limited Limited.

(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

(f) "seal" means the common seal of the Company. | "The Act"

"The Articles"

"The Board of Directors" or
"The Board"

The Company"

"The Rules"

"The Seal" |
| | (2) | Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. | "Number" and "Gender" |
| | (3) | Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. | Expressions in the Articles to bear the same meaning as in the Act |
| Share capital and variation of rights | | | |
| 3. | | Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or | Shares under control of Board |

any of them to such persons, 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.

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| 4. | Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted 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 the case may be. | Directors may allot shares otherwise than for cash |
| 5. | The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

(i) with voting rights; and / or
(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital | Kinds of Share Capital |
| 6. | (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

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

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first. | Issue of certificate |
| | (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. | Certificate to bear seal |
| | (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. | One certificate for shares held jointly |
| 7. | A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. | Option to receive share certificate or hold shares with depository |
| 8. | If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as | Issue of new certificate in place of one defaced, lost or destroyed |

	the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.	
9.	The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures [except where the Act otherwise requires] of the Company.	Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc.
10.	(1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
	(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	Mode of payment of commission
11.	(1) If at any time the share capital is divided into different classes of shares, the rights attached to any class [unless otherwise provided by the terms of issue of the shares of that class] may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply.	Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting
12.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.	Issue of further shares not to affect rights of existing members
13.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
14.	(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to – (a) Persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) Employees under any scheme of employees' stock option; or (c) Any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.	Further issue of share capital
	(2) A further issue of shares may be made in any manner whatsoever as the Board may determine	Mode of further issue of shares

including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

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| 15. | (1) | <p>The Company shall have a first and paramount lien –</p> <p>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company;</p> <p>Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> | Company's lien on shares |
| | (2) | <p>The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.</p> | Lien to extend to dividends, etc. |
| | (3) | <p>Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.</p> | Waiver of lien in case of registration |
| 16. | | <p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:</p> <p>Provided that no sale shall be made –</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.</p> | As to enforcing lien by sale |
| 17. | (1) | <p>To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.</p> | Validity of sale |
| | (2) | <p>The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> | Purchaser to be registered holder |
| | (3) | <p>The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.</p> | Validity of Company's receipt |
| | (4) | <p>The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.</p> | Purchaser not affected |
| 18. | (1) | <p>The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.</p> | Application of proceeds of sale |

	(2)	The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.	Payment of residual money
19.		In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	Outsider's lien not to affect Company's lien
20.		The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.
Calls on shares			
21.	(1)	The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.	Board may make calls
	(2)	Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.	Notice of call
	(3)	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	Board may extend time for payment
	(4)	A call may be revoked or postponed at the discretion of the Board.	Revocation or postponement of call
22.		A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.	Call to take effect from date of resolution
23.		The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint holders of shares
24.	(1)	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.	When interest on call or instalment payable
	(2)	The Board shall be at liberty to waive payment of any such interest wholly or in part.	Board may waive interest
25.	(1)	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.	Sums deemed to be calls
	(2)	In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	Effect of non-payment of sums

26.	The Board – (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.	Payment in anticipation of calls may carry interest
27.	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.	Instalments on shares to be duly paid
28.	All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on 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 on uniform basis
29.	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 thereof 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 principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.	Partial payment not to preclude forfeiture
30.	The provisions of these Articles relating to calls shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to calls to apply <i>mutatis mutandis</i> to debentures, etc.
Transfer of shares		
31.	(1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.	Instrument of transfer to be executed by transferor and transferee
32.	The Board may, subject to the right of appeal conferred by the Act decline to register – (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien.	Board may refuse to register transfer
33.	In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless – (a) The instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;	Board may decline to recognize instrument of transfer

	(b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and	
	(c) The instrument of transfer is in respect of only one class of shares.	
34.	On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.	Transfer of shares when suspended
35.	The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply <i>mutatis mutandis</i> to debentures, etc.
Transmission of shares		
36.	(1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.	Title to shares on death of a member
	(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Estate of deceased member liable
37.	(1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made.	Transmission Clause
	(2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	Board's right unaffected
	(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
38.	(1) If the person so becoming entitled shall elect 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.	Right to election of holder of share
	(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
	(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer	Limitations applicable to notice

and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

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| 39. | <p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:</p> <p>Provided 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 monies payable in respect of the share, until the requirements of the notice have been complied with.</p> | Claimant to be entitled to same advantage |
| 40. | <p>The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p> | Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc. |
| | Forfeiture of shares | |
| 41. | <p>If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.</p> | If call or instalment not paid notice must be given |
| 42. | <p>The notice aforesaid shall:</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p> | Form of notice |
| 43. | <p>If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.</p> | In default of payment of shares to be forfeited |
| 44. | <p>Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the</p> | Receipt of part amount or grant of indulgence not to affect forfeiture |

	forfeiture.	
45.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
46.	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
47.	(1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
	(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
48.	(1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares;	Members still liable to pay money owing at the time of forfeiture
	(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.	Members still liable to pay money owing at time of forfeiture and interest
	(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.	Cease of liability
49.	(1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;	Certificate of forfeiture
	(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;	Title of purchaser and transferee of forfeited shares
	(3) The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not affected
50.	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some	Validity of sales

person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

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| 51. | Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto. | Cancellation of share certificate in respect of forfeited shares |
| 52. | The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit. | Surrender of share certificates |
| 53. | The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. | Sums deemed to be calls |
| 54. | The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc. |

Alteration of capital

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| 55. | Subject to the provisions of the Act, the Company may, by ordinary resolution - <div style="margin-left: 20px;"> <p>(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;</p> <p>(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;</p> <p>(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p> </div> | Power to alter share capital |
| 56. | Whether shares are converted into stock: <div style="margin-left: 20px;"> <p>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances</p> </div> | Shares may be converted into stock |

admit:

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

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- (c) Such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

Right of stockholders

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, -
- Reduction of capital

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital.

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- Joint-holders

- (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- Liability of Joint-holders
- (b) On the death of any one or more of such joint-holders, 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 a deceased joint-holder from any liability on shares held by him jointly with any other person.
- Death of one or more joint-holders
- (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- Receipt of one sufficient

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| <p>(d) 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 delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint holders.</p> | <p>Delivery of certificate and giving of notice to first named holder</p> |
| <p>(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney 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 or by attorney 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 vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.</p> | <p>Vote of joint-holders</p> |
| <p>(j) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint holders.</p> | <p>Executors or administrators as joint holders</p> |
| <p>(f) The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names.</p> | <p>Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures, etc.</p> |

Capitalisation of profits

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| <p>59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve –</p> <p style="margin-left: 40px;">(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and</p> <p style="margin-left: 40px;">(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> | <p>Capitalisation</p> |
| <p>(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:</p> <p style="margin-left: 40px;">(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p style="margin-left: 40px;">(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such</p> | <p>Sum how applied</p> |

	members in the proportions aforesaid; (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B). (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares; (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.	
60.	(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - (a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and (b) generally do all acts and things required to give effect thereto. (2) The Board shall have power - (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares. (3) Any agreement made under such authority shall be effective and binding on such members. Buy-back of shares	Powers of the Board for capitalization Board's power to issue fractional certificate/coupon etc. Agreement binding on members
61.	Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. General meetings	Buy-back of shares
62.	All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
63.	The Board may, whenever it thinks fit, call an extraordinary general meeting.	Powers of Board to call extraordinary general meeting
	Proceedings at general meetings	
64.	(1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.	Presence of Quorum

	(2)	No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.	Business confined to election of Chairperson whilst chair vacant
	(3)	The quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
65.		The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the meetings
66.		If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
67.		If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
68.		On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting
69.	(1)	The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(2)	There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting – (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes
	(3)	The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairperson in relation to Minutes
	(4)	The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence
70.	(1)	The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall; (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.	Inspection of minute books of general meeting
	(2)	Any member shall be entitled to be furnished, within the time prescribed by the Act, after he	Members may obtain copy of minutes

	has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above.	
71.	The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.	Powers to arrange security at meetings
Adjournment of meeting		
72.	(1) The Chairperson may, <i>suo motu</i> , adjourn the meeting from time to time and from place to place.	Chairperson may adjourn the meeting
	(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.	Business at adjourned meeting
	(3) 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.	Notice of adjourned meeting
	(4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.	Notice of adjourned meeting not required
Voting rights		
73.	Subject to any rights or restrictions for the time being attached to any class or classes of shares - (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.	Entitlement to vote on show of hands and on poll
74.	A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.	Voting through electronic means
75.	(1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.	Vote of joint-holders
	(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names
76.	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.	How members <i>non compos mentis</i> and minor may vote
77.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as	Votes in respect of shares of deceased or insolvent members, etc.

if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

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| 78. | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. | Business may proceed pending poll |
| 79. | No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. | Restriction on voting rights |
| 80. | A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. | Restriction on exercise of voting rights in other cases to be void |
| 81. | Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. | Equal rights of members |

Proxy

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| 82. | (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. | Member may vote in person or otherwise |
| | (2) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. | Proxies when to be deposited |
| 83. | An instrument appointing a proxy shall be in the form as prescribed in the Rules. | Form of proxy |
| 84. | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. | Proxy to be valid notwithstanding death of the principal |

Board of Directors

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| 85. | Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 14 (fourteen). | Board of Directors |
| 86. | (1) Managing Director and Independent Director shall be director not be liable to retire by rotation. The Board shall have the power to determine the directors whose period of office is | Directors not liable to retire by rotation |

		or is not liable to determination by retirement of directors by rotation.	
	(2)	The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.	Same individual may be Chairperson and Managing Director/ Chief Executive Officer
87.	(1)	The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.	Remuneration of directors
	(2)	The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.	Remuneration to require members' consent
	(3)	In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them – (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company ; or (b) in connection with the business of the Company.	Travelling and other expenses
88.		All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	Execution of negotiable instruments
89.	(1)	Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of additional directors
	(2)	Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.	Duration of office of additional director
90.	(1)	The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. 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 provisions of the Act.	Appointment of alternate director
	(2)	An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.	Duration of office of alternate director
	(3)	If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.	Re-appointment provisions applicable to Original Director
91.	(1)	If the office of any director appointed by the Company in general meeting is vacated before	Appointment of director to fill a casual vacancy

his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

- (2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Duration of office of Director appointed to fill casual vacancy

Powers of Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

General powers of the Company vested in Board

Proceedings of the Board

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

When meeting to be convened

- (2) The Chairperson or Managing Director or any one Director with the previous consent of the Chairperson or Managing Director may, or the company secretary on the direction of the Chairperson or Managing Director shall, at any time, summon a meeting of the Board.

Who may summon Board meeting

- (3) The quorum for a Board meeting shall be as provided in the Act.

Quorum for Board meetings

- (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

Participation at Board meetings

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

Questions at Board meeting how decided

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

Casting vote of Chairperson at Board meeting

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

Directors not to act when number falls below minimum

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

Who to preside at meetings of the Board

- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for

Directors to elect a Chairperson

	holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.	
97.	(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Delegation of powers Committee to conform to Board regulations Participation at Committee meetings
98.	(1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Chairperson of Committee Who to preside at meetings of Committee
99.	(1) A Committee may meet and adjourn as it thinks fit. (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	Committee to meet Questions at Committee meeting how decided Casting vote of Chairperson at Committee meeting
100.	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment
101.	Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.	Passing of resolution by circulation

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

102	(a) Subject to the provisions of the Act, – A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.	Chief Executive Officer, etc.
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| (b) | A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. | Director may be chief executive officer, etc. |
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Registers

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| 103. | The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. | Statutory registers |
| 104. | <p>(a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.</p> <p>(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, <i>mutatis mutandis</i>, as is applicable to the register of members.</p> | Foreign register |

The Seal

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| 105. | <p>(1) The Board shall provide for the safe custody of the seal.</p> <p>(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director and countersigned by the secretary or such other person as the Board or a Committee thereof may authorise for the purpose; and such director and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.</p> | <p>The seal, its custody and use</p> <p>Affixation of seal</p> |
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Dividends and Reserve

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| 106. | The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. | Company in general meeting may declare dividends |
| 107. | Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. | Interim dividends |
| 108. | (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied 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 | Dividends only to be paid out of profits |

	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.	
	(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of profits
109.	(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.	Division of profits
	(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in advance
	(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	Dividends to be apportioned
110.	(1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
	(2) The Board may retain dividends payable upon shares in respect of which any person is under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends
111.	(1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.	Dividend how remitted
	(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment
	(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Discharge to Company
112.	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.	Receipt of one holder sufficient
113.	No dividend shall bear interest against the Company.	No interest on dividends
114.	The waiver in whole or in part of any dividend on	Waiver of dividends

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

Accounts

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| 115. | (1) | The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. | Inspection by Directors |
| | (2) | No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. | Restriction on inspection by members |

Winding up

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| 116. | Subject to the applicable provisions of the Act and the Rules made thereunder - | Winding up of Company |
| | (a) | If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. |
| | (b) | For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. |
| | (c) | The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability. |

Indemnity and Insurance

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| 117. | (a) | Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary, chief financial officer and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary, chief financial officer and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary, chief financial officer or officer or in any way in the discharge of his duties in such capacity including expenses. | Directors and officers right to indemnity |
| | (b) | Subject as aforesaid, every director, managing director, manager, company secretary, chief financial officer or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his | |

favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

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

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| 118. | Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. | General power |
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We the several persons whose names and addresses are subscribed hereto are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company as set opposite our respective names.

S.No.	Names, Address, Description and Occupation of the Subscribers	No. of Equity Shares taken	Signature of subscribers	Signature, Name address Description & occupation of witnesses
1.	Sanjay Jhalani S/o. Ramesh Jhalani 3/5 New Palasia, Indore Business	10 (Ten)	Sd/-	Sd/- Pawan Agrawal S/o. Ramdhan Agrawal 42, Gopal Bhawan 199, Princess Street
2.	Suresh Shahra S/o M.P. Shahra 29-Old Palasia, Indore Business	10 (Ten)	Sd/-	
3.	Abha Shahra W/o Dinesh Shahra "Sharda" 102, A-Road Churchgate Bombay	10 (Ten)	Sd/-	
4.	Brajesh Kumar S/o Radhakishan 38-Daulatganj, Ujjain Business	10 (Ten)	Sd/-	
5.	Vinay Shah S/o Ratanlal Shah 26, Rajaswas Gram, Indore Service	10 (Ten)	Sd/-	
6.	Vinod Gupta S/o Shri Mohanlal Gupta D-205, Veena Nagar, S.V. Road Malad (W) Bombay Service	10 (Ten)	Sd/-	
7.	Praveen Khandelwal S/o Loknath Khandelwal 804, Cotton Exchange Bldg. Kalbadevi Road, Bombay-2 Business	10 (Ten)	Sd/-	
	Total	70 (Seventy)		

Dated the 27th day of December, 1985

Bombay

HIGH COURT, BOMBAY

0342633

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

O.O.C.J

COMPANY PETITION No. 204 OF 2006.

CONNECTED WITH

COMPANY APPLICATION No. 727 OF 2005.

In the matter of Composite Scheme of Arrangement and Amalgamation of Anik Industries Private Limited and General Foods Limited and General Foods Limited and Madhya Pradesh Glychem Industries Limited and Ruchi Health Foods Limited and Ruchi Private Limited and Nutrela Marketing Private Limited and Ruchi Soya Industries Limited and their respective shareholders.

ANIK INDUSTRIES PVT. LTD.....Petitioner Company.

With

CP No. 205/2006

CA No. 728/2005

General Foods Limited.....Petitioner.

With

CP No. 206/2006

CA No. 836/2005

Madhya Pradesh Glychem Industries Ltd.....Petitioner.

With

CP No. 207/2006

CA No. 729/2005

Ruchi Health Foods Ltd.....Petitioner.

With

CP No. 208/2006

CA No. 730/2005

Ruchi Pvt. Ltd.....Petitioner.

With

CP No. 209/2006

CA No. 731/2005

Nutrela Marketing Pvt. LtdPetitioner.

With

CP No. 210/2006

CA No. 837/2005

Ruchi Soya Industries LtdPetitioner.

Versus

M/s. Nutricia (India) Pvt. Ltd.....Objector.

Mr. D. Khambhata with Rajesh Shah for Petitioners.

Mr. C.J. Joy for Regional Director.

Mr. Sanjay Udeshi i/b. Sanjay Udeshi & Co. for Objector.

CORAM : S.C. DHARMADHIKARI J.

DATE : 30th June, 2006.

P.C.

1. At the outset, Mr. Udeshi, learned Counsel appearing for one of the unsecured Creditors states that there is an objection to the scheme because this unsecured Creditor had supplied to the petitioners certain machineries upon payment of monthly lease rental. There is default committed in paying the same and, therefore, matter was referred to Arbitration of a Retired Judge of Delhi High Court. The Arbitrator has made an Award and apart from directing payment of monetary sums has also issued a direction to the petitioners to hand over the machineries. A copy of the Award is placed on record by Shri. Udeshi. Mr. Khambata, Sr. Counsel, appearing for the petitioners invites my attention to a letter which is addressed by the petitioner to the Company - M/s. Nutricia (India) Pvt. Ltd. (the objector herein) forwarding therewith demand draft and also stating clearly that the petitioners would comply with the Award inasmuch as the objector should come and take back the machineries from the site. Mr. Khambata after taking instructions makes a further statement that the machineries are available at the site and the objector can collect the same as stated in this letter.
2. In the light of this statement of Shri. Khambata and the letter addressed by the Company to objector on 22nd June, 2006 the objection of Mr. Udeshi to the sanction of the scheme does not survive.
3. This is a scheme of amalgamation and various businesses of the petitioners are sought to be reorganized for better and efficient management and smooth operation.
4. A copy of the scheme has been annexed to the petition and its salient features are set out in the petition.
5. All details including with regard to latest financial position have been set out. Necessary declarations have been given and compliance with the statutory provisions with regard to sanction are made.
6. The Regional Director has filed an affidavit in which the objection raised is that the scheme envisages that certain businesses (other than dairy businesses) of one of the petitioners are going to be sold for cash consideration of Rs. 80.57 Crores. According to the Regional Director such a case is not envisaged by Sections 391 to 394 and the case falls under Section 293 of the Companies Act.
7. In my view, the scheme which is for organizing and re-organizing the business and clearly falling within the Section 391 would involve save and except all but one of the businesses. The Board of Directors are empowered under the Companies Act to take a decision of sale of assets save and except after seeking sanction of the general body of shareholders. It is not the Regional Director's case that a scheme framed under Section 391 of the Companies Act cannot in all cases cover sale or disposal of businesses of Transferror Company. On the other hand, he places reliance upon Section 293 to urge that it is only this provision which would permit such a course of action whenever a scheme of compromise or arrangement with the persons envisaged by Section 391 is placed for sanction of the Court and the Court having directed in this case convening of the meeting of the shareholders of the Madhya Pradesh Glychem Industries Ltd. (one of the petitioner - transferror) and they having approved the scheme, in my view, this objection need not be examined in further details. The Company has gone to its shareholders and may be with the sanctioned scheme but it is under the orders and directions of this Court that the meeting was convened. Therefore, I do not find any merit in this objection. The larger issue as to whether such a step on the part of the Transferror Company is covered by Section 391 or not, need not be examined in the facts and circumstances of the case.
8. As far as change of name, the Company would comply with the provisions in the Companies Act in that behalf is the statement made by Mr. Khambata on instructions. Therefore, that objection also does not survive. The last objection pertains to increase in the authorised capital and Mr. Khambata after taking instructions makes a statement that due compliance with the provisions of Sections 94 to 97 in respect of the filing necessary forms would be made.
9. The Official Liquidator has also filed his report and relied upon the observations of the Chartered Accountants. It is pointed out that the books of account and other relevant records have been duly scrutinized. The accounts for the past five years have also been looked into. The explanation given for writing off the Bad Debts has also been found to be satisfactory.
10. The affairs of the Company have not been conducted in a manner prejudicial to the interest of its members or to public interest is the conclusion of the Chartered Accountants.
11. In the above circumstances, all company petitions deserve to succeed. Company Petition No. 204 of 2006 is made absolute in terms of prayer clause (a) to (1), Company Petition No. 205 of 2006 is made absolute in terms of prayer clause (a) to (t), Company Petition No. 206 of 2006 is made absolute in terms of prayer clause (a) to (m), Company Petition No. 207 of 2006 is made absolute in terms of prayer clause (a) to (u), Company Petition No. 208 of 2006 is made absolute in terms of prayer clause (a) to (l) and Company Petition No. 209 of 2006 is made absolute in terms of prayer clause (a) to (u), subject to payment of costs to Regional Director and Official Liquidator quantified at Rs. 2,500/- each in a respective petitions.
12. All concerned parties including Register of Companies to act on the ordinary copy of the order and scheme annexed to the petition authenticated by the Company Registrar, High Court, Bombay.

[S.C. DHARMADHIKARI, J.]

**COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION
OF
ANIK INDUSTRIES PRIVATE LIMITED
AND
GENERAL FOODS LIMITED
AND
MADHYA PRADESH GLYCHEM INDUSTRIES LIMITED
AND
RUCHI HEALTH FOODS LIMITED
AND
RUCHI PRIVATE LIMITED
AND
NUTRELA MARKETING PRIVATE LIMITED
AND
RUCHI SOYA INDUSTRIES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

1. The objective of this Composite Scheme of Arrangement and Amalgamation ('the Scheme') is to reorganize the business operations of the Ruchi Group companies to ensure that the operations are streamlined / merged into different companies in the manner laid down in this Scheme.
2. The Scheme is divided into following parts:
 - (a) Part A deals with the Introduction and Definitions;
 - (b) Part B deals with demerger of Leasing Business of Ruchi Private Limited into Nutrela Marketing Private Limited
 - (c) Part C deals with the sale of Soya Processing, Vegetable Oils and Fats and Food Businesses (other than dairy business) ('SVF') of Madhya Pradesh Glychem Industries Limited to Ruchi Soya Industries Limited;
 - (d) Part D deals with merger of Anik Industries Private Limited with Madhya Pradesh Glychem Industries Limited
 - (e) Part E deals with merger of General Foods Limited, Ruchi Health Foods Limited and Ruchi Private Limited with Ruchi Soya Industries Limited
 - (f) Part F deals with the General Terms and Conditions.
3. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

PART A - INTRODUCTION AND DEFINITIONS

4. Definitions

- 4.1 "**Act**" or "**the Act**" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
- 4.2 "**Anik**" means Anik Industries Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 610, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
- 4.3 "**Appointed Date**" means the 1st day of April 2005 or such other date as may be approved by the Bombay High Court.
- 4.4 "**Effective Date**" means the date on which the certified or authenticated copy of the Orders of High Court of Judicature at Bombay under Sections 391 to 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra at Mumbai.
- 4.5 "**GFL**" means General Foods Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Kapadia Chamber, 1st Floor, 51, Broach Street, Masjid Bunder, Mumbai - 400 009.
- 4.6 "**High Court**" means the High Court of Judicature at Bombay or such other High Court having jurisdiction in the matter.

4.7 **"Leasing Business"** means the leasing business of RPL and includes

- 4.7.1 All assets (whether movable or immovable, real or personal, corporeal or incorporeal, present, future or contingent) and liabilities pertaining thereto.
- 4.7.2 Without prejudice to the generality of the provisions of sub-clause 4.7.1 above, the Leasing Business shall include in particular:
 - (i) All property of or required for the above business wherever situated, including all current assets, funds, capital work in progress, furniture, fixtures, office equipment, appliances, accessories;
 - (ii) All permits, rights, entitlements, industrial and other licenses, bids, tenders, letters of intent, expressions of interest, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, tenancies in relation to office, bank accounts, lease rights, licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Leasing Business;
 - (iii) All records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form in connection with or relating to the Leasing Business; and
 - (iv) Debts, duties, obligations, and liabilities (including contingent liabilities) relating to the Leasing Business.

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

- (a) The liabilities, which arise out of the activities or operations of the Leasing Business.
 - (b) Specific loans and borrowings raised, incurred and utilised solely for the activities or operation of the Leasing Business.
 - (c) Liabilities other than those referred to in sub-clauses (a) and (b) above, being the amounts of general or multipurpose borrowings of RPL, allocated to the Leasing Business in the same proportion in which the value of the assets transferred under this Scheme bear to the total value of the assets of RPL immediately before giving effect to this Scheme.
- 4.7.3 All permanent employees of the Leasing Business, as identified by the Board of Directors of RPL, as on the Effective Date.
 - 4.7.4 The Leasing Business would include all assets and liabilities other than those specified in sub-clause 4.12
 - 4.7.5 Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Leasing Business or whether it arises out of the activities or operations of the Leasing Business shall be decided by mutual agreement between the Board of Directors of RPL and NMPL.
- 4.8 **"NMPL"** means Nutrela Marketing Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Giriraj Building, Office no. 15, Sant Tukaram Road, Masjid Bunder, Mumbai 400 009.
 - 4.9 **"MPGIL"** means Madhya Pradesh Glychem Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 610, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 4.10 **"Preference Shares"** means cumulative redeemable preference shares of Rs. 100 each to be issued and allotted by NMPL under this Scheme, the terms of which are specified in Schedule - 1 hereto.
 - 4.11 **"Residual MPGIL"** means all the businesses of MPGIL remaining with MPGIL after sale of business pursuant to Clause 16 of the Scheme.
 - 4.12 **"Residual RPL"** means all the businesses of RPL remaining with RPL after demerger of Leasing Business pursuant to Clause 7 of the Scheme.
 - 4.13 **"RHFL"** means Ruchi Health Foods Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 4.14 **"RPL"** means Ruchi Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 4.15 **"RSIL"** means Ruchi Soya Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 4.16 **"Record Date"** means the date to be fixed by the Board of Directors of RSIL, MPGIL and NMPL in consultation with the Board of Directors of Anik, GFL, RHFL and RPL for the purposes of issue and allotment of equity shares of RSIL, MPGIL and NMPL to the shareholders of Anik, GFL, RHFL and RPL under the Scheme

4.17 "**SVF Business**" means the Soya Processing, Vegetable Oils and Fats and Food Businesses (other than dairy business) of MPGIL and including but not limited to:

4.17.1 All assets (whether movable or immovable, real or personal, corporeal or incorporeal, tangible or intangible, present, future or contingent) and liabilities of MPGIL pertaining to the SVF Business.

4.17.2 Without prejudice to the generality of the provisions of Sub-Clause 4.17.1 above, the SVF Business shall include the whole of the undertaking of the SVF Business of MPGIL, as a going concern, including in particular:

(a) all property required for the SVF Business wherever situated, including overseas locations, whether movable or immovable, tangible or intangible, including all current assets, funds, plant and machinery, buildings, offices (including marketing offices and liaison offices), raw materials, capital work in progress, finished goods, goods-in-transit, furniture, fixtures, office equipment, appliances, accessories and vehicles & aircraft; and

(b) all permits, quotas, rights, entitlements, industrial and other licenses, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential) whether under agreements or otherwise, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, tenancies in relation to office and/or residential properties for the employees, bank accounts, privileges, all other rights including sales tax deferral and exemptions and other benefits, lease rights, licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements including insurance contracts and all other interests in connection with or relating to the SVF Business of MPGIL.

(c) all brands, trademarks, patents, copyrights, logos, designs, drawings, technical know-how and other intellectual property rights, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to fixed assets, provisions, leases, hire purchase and lease arrangements, computers, softwares, office equipments, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, advances, receivables, cash, bank balances, accounts and all other rights, claims and powers of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favor of or enjoyed by MPGIL in connection with or pertaining or relatable to the SVF Business of MPGIL and all earnest money and/or deposits including security deposits paid by MPGIL in connection with or relating to the SVF Business

(d) all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form in connection with or relating to the SVF Business of MPGIL.

(e) all debts, liabilities, contingent liabilities, duties, obligations and provisions including current liabilities and provisions relatable to the SVF Business of MPGIL on the Appointed Date.

4.17.3 All employees of MPGIL relating to the SVF Business, as identified by the Board of Directors of MPGIL, as on the Effective Date.

4.17.4 Any question that may arise as to whether a specified asset or liability and/ or employee pertains or does not pertain to the SVF Business or whether it arises out of the activities or operations of the SVF Business shall be decided by mutual agreement between the Board of Directors of MPGIL and RSIL.

4.18 "**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Composite Scheme of Arrangement and Amalgamation in its present form as submitted to the Hon'ble High Court or this Scheme with such modification(s), if any made, as per Clause 48 of the Scheme.

4.19 Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.

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

5 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Courts of Judicature of Bombay or made as per Clause 48 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

6 SHARE CAPITAL

6.1 The share capital of Anik as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
7,20,00,000 Equity Shares of Rs 10 each	72,00,00,000
Total	72,00,00,000
Issued, Subscribed and Paid-up	
6,64,29,560 Equity Shares of Rs 10 each fully paid-up	66,42,95,600
	66,42,95,600

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of Anik.

6.2 The share capital of GFL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
1,00,00,000 Equity Shares of Rs 10 each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up	
33,55,000 Equity Shares of Rs 10 each fully paid-up	3,35,50,000
Total	3,35,50,000

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of GFL.

6.3 The share capital of MPGIL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
2,50,00,000 Equity Shares of Rs 10 each	25,00,00,000
25,00,000 Redeemable Cumulative Preference Shares of Rs. 100 each	25,00,00,000
Total	50,00,00,000
Issued, Subscribed and Paid-up	
2,11,10,530 Equity Shares of Rs 10 each fully paid-up	21,11,05,300
Total	21,11,05,300

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of MPGIL.

6.4 The share capital of RHFL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
1,50,00,000 Equity Shares of Rs. 10 each	15,00,00,000
Total	15,00,00,000
Issued, Subscribed and Paid-up	
1,41,66,667 Equity Shares of Rs. 10 each	14,16,66,670
Total	14,16,66,670

Of the above, 76,62,426 equity shares is held by the holding company i.e RSIL. Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RHFL.

6.5 The share capital of RPL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
1,00,000 Equity Shares of Rs. 100 each	1,00,00,000
Total	1,00,00,000
Issued, Subscribed and Paid-up	
15,972 Equity Shares of Rs. 100 each	15,97,200
Total	15,97,200

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RPL.

6.6 The share capital of NMPL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
10,000 Equity Shares of Rs 10 each	1,00,000
Total	1,00,000
Issued, Subscribed and Paid-up	
10,000 Equity Shares of Rs 10 each	1,00,000
Total	1,00,000

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of NMPL.

6.7 The share capital of RSIL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
2,50,00,000 Equity Shares of Rs. 10 each	25,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs.100 each	65,00,00,000
Total	90,00,00,000
Issued, Subscribed and Paid-up	
2,10,51,905 Equity Shares of Rs. 10 each	21,05,19,050
Less: Calls unpaid	62,000
	21,04,57,050
45,24,285 4% Cumulative Redeemable Preference Shares of Rs.100 each	45,24,28,500
Total	66,28,85,550

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RSIL.

PART B - DEMERGER OF LEASING BUSINESS OF RPL INTO NMPL

7 TRANSFER AND VESTING OF LEASING BUSINESS

The Leasing Business of RPL, as defined in Clause 4.7, shall stand transferred to and vested in or deemed to be transferred to and vested in NMPL, as a going concern, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in the following manner:

7.1 With effect from the Appointed Date, the Leasing Business, shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in NMPL, so as to vest in NMPL all the rights, title and interest pertaining to the Leasing Business.

- 7.2 With effect from the Appointed Date, the liabilities of RPL relating to the Leasing Business shall, without any further act or deed be and stand transferred to NMPL so as to become as from the Appointed Date, the liabilities of NMPL and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this sub-clause. After the Effective Date, NMPL undertakes to meet, discharge and satisfy the said liabilities to the exclusion of RPL and to keep RPL indemnified at all times from and against all such liabilities and from and against all actions, demands and proceedings in respect thereto.
- 7.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents held by RPL required to carry on operations in the Leasing Business shall stand vested in or transferred to NMPL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of NMPL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licences, and consents shall vest in and become available to NMPL pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by RPL relating to the Leasing Business, are concerned, the same shall vest with and be available to NMPL on the same terms and conditions.

8 ISSUE OF SHARES

- 8.1 Upon this Scheme becoming operative and upon vesting of the Leasing Business of RPL in NMPL in terms of this Scheme, NMPL shall without any further application or deed, issue and allot Preference Shares, credited as fully paid-up, to the extent indicated below, to the members of RPL, holding fully paid up equity shares in RPL and whose name appears in the Register of members of RPL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as may be recognised by the Board of Directors of NMPL in the following proportion, viz:
- "1 (One) fully paid up Preference Share of Rs. 100 each of NMPL shall be issued and allotted for every 1 (One) equity share of Rs. 100 each held in RPL"
- 8.2 NMPL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Preference Shares to the members of RPL under the Scheme.
- 8.3 The Preference Shares of NMPL will be issued in physical form to all the equity shareholders who hold shares of RPL. One certificate shall be issued by NMPL to every such member of RPL in respect of all the Equity Shares allotted by NMPL.
- 8.4 The said Preference Shares in NMPL to be issued to the members of RPL shall be subject to the Scheme and the Memorandum and Articles of Association of NMPL.

9 ACCOUNTING TREATMENT IN THE BOOKS OF NMPL

- 9.1 NMPL shall, upon the arrangement becoming effective, record the assets and liabilities of the Leasing Business of RPL vested in it pursuant to this Scheme, at the respective book values, as appearing in the books of RPL at the close of business of the day immediately preceding the Appointed Date.
- 9.2 NMPL shall credit to the Share Capital Account in its books of account, the aggregate face value of the Preference Shares of NMPL issued and allotted by it to the equity shareholders of RPL pursuant to this Scheme.
- 9.3 The difference between the book value of net assets of Leasing Business of RPL and the face value of Preference Shares allotted shall be credited by NMPL to the General Reserve Account or debited to the Goodwill Account, as the case may be.

10 CONDUCT OF BUSINESS BY RPL TILL EFFECTIVE DATE

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

- 10.1 RPL shall be deemed to have been carrying on and shall carry on its business and activities of Leasing Business and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets pertaining to the Leasing Business, for and on account of and in trust for NMPL. RPL hereby undertakes to hold the said assets with utmost prudence until the Effective Date.
- 10.2 RPL shall carry on the business and activities of Leasing Business with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of NMPL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off its Leasing Business or part thereof.
- 10.3 All the profits or income accruing or arising to RPL or expenditure or losses arising or incurred or suffered by RPL pertaining to the Leasing Business shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of NMPL.

- 10.4 RPL shall not vary the terms and conditions of employment of any of the employees engaged in and for the Leasing Business except in the ordinary course of business or without the prior consent of NMPL or pursuant to any pre-existing obligation undertaken by RPL as the case may be, prior to the Appointed Date.
- 10.5 RPL shall be entitled, pending the sanction of the 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 NMPL may require to own and operate the Leasing Business.

11 PROFITS, DIVIDEND, BONUS/RIGHT SHARES

- 11.1 RPL shall not utilize profits, if any, of the Leasing Business for any purpose including declaring or paying any dividend in respect of the period falling on and after the Appointed Date. RPL shall also not utilize profits, adjust or claim adjustment of the profits/loss as the case may be earned/incurred or suffered in respect of the Leasing Business after the Appointed Date.
- 11.2 Until the Effective Date, RPL shall not issue or allot any further equity shares either rights or bonus or otherwise.

12 EMPLOYEES OF LEASING BUSINESS

- 12.1 On the Scheme becoming effective all the employees of RPL in respect of the Leasing Business, as may be identified by the Board of Directors of RPL shall become the employees of NMPL, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. NMPL further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with RPL in respect of the Leasing Business, shall also be taken into account.
- 12.2 The accounts / funds of the employees whose services are transferred under Clause 12.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of NMPL and such employees shall be deemed to have become members of such Trusts / Funds of NMPL in respect of the Leasing Business of RPL.

13 LEGAL PROCEEDINGS

- 13.1 All legal proceedings of whatsoever nature by or against RPL in respect of the Leasing Business pending on and/or arising after at the Appointed Date, as and from the Effective Date shall not abate or be continued or be in any way prejudicially affected by reason of the Scheme of Arrangement or by anything contained in this Scheme but shall be continued and enforced by or against NMPL in the manner and to the same extent as would or might have been continued and enforced by or against RPL.
- 13.2 After the Appointed Date, if any, proceedings are taken against RPL in respect of the Leasing Business, it shall prosecute or defend the same, as the case may be, at the cost of NMPL, and NMPL shall reimburse and indemnify RPL against all liabilities and obligations incurred by RPL in respect thereof.
- 13.3 NMPL undertakes to have all legal or other proceedings initiated by or against RPL referred to in Clause 13.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against NMPL to the exclusion of RPL.

14 CONTRACTS, DEEDS, ETC.

- 14.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature relating to the Leasing Business and to which RPL is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of NMPL, as the case may be, and may be enforced by or against NMPL as fully and effectually as if, instead of RPL, NMPL had been a party thereto.
- 14.2 NMPL shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which RPL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. NMPL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of RPL and to implement or carry out all formalities required on the part of RPL to give effect to the provisions of this Scheme.

15 SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 7 above and the continuance of proceedings by or against RPL under Clause 13 above shall not affect any transaction or proceedings already concluded by RPL on or after the Appointed Date till the Effective Date, to the end and intent that NMPL accepts and adopts all acts, deeds and things done and executed by RPL in respect thereto as done and executed on behalf of NMPL.

PART C - SALE OF SVF BUSINESS OF MPGIL TO RSIL

16 SALE OF SVF BUSINESS

The SVF Business of MPGIL, as defined in Clause 4.17 shall be sold on a 'Slump Sale' basis to RSIL, as a going concern, and in the following manner:

- 16.1 With effect from the Appointed Date, the whole of the undertaking and properties, as aforesaid, of the SVF Business, shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/or deemed to be transferred to and vested in RSIL so as to vest in RSIL all the rights, title and interest of MPGIL therein, save and except the movable assets of the SVF Business, which will be transferred in the manner provided in 16.2 below.
- 16.2 All the moveable assets, including cash in hand, if any, of MPGIL pertaining or relatable to the SVF Business, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to RSIL to the end and intent that the property therein passes to RSIL, on such delivery or endorsement and delivery. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of MPGIL and the Board of Directors of RSIL.
- 16.3 In respect of movables other than those specified in sub-clause 16.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi shall, to the extent possible, be followed:
 - 16.3.1 MPGIL shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the High Courts of Judicature at Bombay having sanctioned the Scheme under Sections 391 to 394 of the Act, the said debt, loan, advance or deposit be paid to or made good to or held on account of RSIL and that the right of MPGIL to recover or realise the same stands extinguished.
- 16.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of MPGIL relatable to the SVF Business including secured and unsecured loans and the current liabilities shall also, under the provisions of Sections 391 to 394 of the Act, without any further act or deed, be transferred to and/or deemed to be transferred to RSIL so as to become as from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of RSIL 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, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- 16.5 The transfer and vesting as aforesaid shall be subject to subsisting charges, if any, in respect of any assets forming part of the SVF Business.
- 16.6 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents held by MPGIL required to carry on operations in the SVF Business shall stand vested in or transferred to RSIL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of RSIL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licences, and consents shall vest in and become available to RSIL pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by MPGIL relating to the SVF Business, are concerned, the same shall vest with and be available to RSIL on the same terms and conditions.
- 16.7 All employees of MPGIL relating to the SVF Business, as identified by the Board of Directors of MPGIL, as on the Effective Date shall be deemed to have become staff, workmen and employees of RSIL without any break in their service.
- 16.8 RSIL shall be entitled to the benefit of all pre-qualification, track-record, experience, goodwill and all other rights, claims and powers of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favour of or enjoyed by MPGIL in connection with or pertaining or relatable to the SVF Business for all intents and purposes and specifically including but not limited to the track-record and experience of having undertaken, performed and/or executed the business and/or orders by the SVF Business from the commencement of its business.

17 CONSIDERATION

The consideration for the sale of SVF Business would be equal to Rs. 80.57 crores (Rupees eighty crores fifty seven lacs only) to be discharged in cash, in a manner as mutually agreed by Board of Directors of RSIL and MPGIL.

18 ACCOUNTING TREATMENT IN THE BOOKS OF RSIL

- 18.1 RSIL shall record the liabilities of the SVF Business of MPGIL at their fair values as on the Appointed Date.
- 18.2 The aggregate of the consideration and the liabilities taken over as above being the cost to RSIL of the assets of the SVF Business will be apportioned as set out herein to the various assets of the SVF Business.
- 18.3 As far as the current assets of SVF Business are concerned, the same will be apportioned on the basis of their book values, after making necessary adjustments, if any to take into account the realisable values.
- 18.4 As far as the fixed assets of the SVF Business are concerned the apportionment would be made on the basis of the respective fair values thereof, at the close of business of the Appointed Date, as certified by a reputed valuer appointed by MPGIL.
- 18.5 The balance amount, if any would be recorded as goodwill.

19 ACCOUNTING TREATMENT IN THE BOOKS OF MPGIL

The excess of the consideration as mentioned Clause 17 above over the book value of net assets (assets less liabilities) of the SVF Business, shall, in case of surplus, be credited to the General Reserve Account. In case of any shortfall the same shall be debited to Profit and Loss Account.

20 BUSINESS AND PROPERTY IN TRUST FOR RSIL

- 20.1 During the period between the Appointed Date and the Effective Date:
 - 20.1.1 MPGIL shall carry on and deemed to have carried on its business and activities in relation to the SVF Business and shall stand possessed of all assets and properties of the SVF Business as defined in Clause 4.17, in trust for RSIL and shall account for the same to RSIL.
 - 20.1.2 Any income or profit accruing or arising to MPGIL in relation to the SVF Business and all costs, charges, expenses and losses incurred by MPGIL in relation to the SVF Business shall for all purposes be treated as the income, profits, costs, charges, expenses and losses, as the case may be, of RSIL.
 - 20.1.3 MPGIL shall not utilize the profits or income, if any, relating to the SVF Business for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of RSIL.
- 20.2 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the SVF Business of MPGIL as on the Appointed Date whether or not provided in the books of MPGIL and all other liabilities relating to the SVF Business which arises or accrues on or after the Appointed Date but which relates to the period on or upto the Appointed Date shall be deemed to be the debt, liabilities, duties and obligations of RSIL.
- 20.3 MPGIL shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which RSIL may require to carry on the business of the SVF Business of MPGIL.

21. CONDUCT OF BUSINESS

- 21.1 As and from the date of acceptance of this Scheme by the Board of Directors of MPGIL and the Board of Directors of RSIL and till the Effective Date:
 - 21.1.1 MPGIL shall carry on the business of the SVF Business with reasonable diligence and in the same manner as it had been doing hithertofore.
 - 21.1.2 MPGIL shall not, without the written concurrence of Board of RSIL, alienate, charge or encumber any of its properties 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 MPGIL and RSIL.
 - 21.1.3 MPGIL shall not vary or alter, except in the ordinary course of its business and as may be required for reorganization, the terms and conditions of employment of any of its employees in relation to the said SVF Business.
- 21.2 With effect from the Effective Date, RSIL shall commence and carry on and shall be authorized to carry on the businesses carried on by the SVF Business of MPGIL.

22. STAFF, WORKMEN & EMPLOYEES

- 22.1 On the Scheme becoming operative, all employees of MPGIL relating to the SVF Business, as identified by the Board of Directors of MPGIL, as on the Effective Date shall be deemed to have become staff, workmen and employees of RSIL without any break in their service and on the basis of continuity of service, and the

terms and conditions of their employment with RSIL shall not be less favorable than those applicable to them with reference to MPGIL on the Effective Date.

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

23. LEGAL PROCEEDINGS

- 23.1 All legal proceedings of whatsoever nature by or against MPGIL pending and/or arising at the Appointed Date and relating to the SVF Business of MPGIL as and from the Effective Date shall be continued and enforced by or against RSIL in the manner and to the same extent as would or might have been continued and enforced by or against MPGIL.
- 23.2 After the Appointed Date, if any proceedings are taken against MPGIL in respect of the matters referred to in the sub-clause 23.1 above, it shall defend the same at the cost of RSIL and RSIL shall reimburse and indemnify MPGIL against all liabilities and obligations incurred by MPGIL in respect thereof.
- 23.3 RSIL undertakes to have all legal or other proceedings initiated by or against MPGIL referred to in Clause 23.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against RSIL to the exclusion of MPGIL.

24. CONTRACTS, DEEDS, ETC.

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature relating to the SVF Business and to which MPGIL is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of RSIL, as the case may be, and may be enforced by or against RSIL as fully and effectually as if, instead of MPGIL, RSIL had been a party thereto. RSIL shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which MPGIL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. RSIL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of MPGIL and to implement or carry out all formalities required on the part of MPGIL to give effect to the provisions of this Scheme.

25. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities and the continuance of proceedings by or against RSIL shall not affect any transaction or proceedings already concluded by MPGIL on or after the Appointed Date till the Effective Date, to the end and intent that RSIL accepts and adopts all acts, deeds and things done and executed by MPGIL in respect thereto as done and executed on behalf of itself.

26. COSTS

All costs on account of stamp duty shall be borne by RSIL. Any other cost, charges and expenses (including income tax) arising out of or in connection with the sale shall be borne by MPGIL.

PART D - MERGER OF ANIK WITH MPGIL

27. MERGER

- 27.1 With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertaking of Anik including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the Bombay High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in MPGIL so as to become the properties and assets of MPGIL.
- 27.2 The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which Anik is party wherein the assets of Anik have been or are offered or agreed to be offered as security for any financial assistance

or obligations shall be construed as reference only to the assets pertaining to Anik and vested in MPGIL by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of MPGIL.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of Anik which shall vest in MPGIL by virtue of the Scheme and MPGIL shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer / vesting of the assets of Anik as aforesaid shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of MPGIL.

- 27.3 The liabilities shall also, without any further act, instrument or deed be and transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by MPGIL pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of MPGIL and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 27.4 MPGIL may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of Anik or in favour of any other party to any contract or arrangement to which Anik is party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. MPGIL shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of Anik and to implement or carry out all such formalities or compliance referred to above on the part of Anik to be carried out or performed.
- 27.5 With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals or consents to carry on the operations and business of Anik shall stand vested in or transferred to MPGIL without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of MPGIL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licences and consents shall vest in and become available to MPGIL pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by Anik, are concerned, the same shall vest with and be available to MPGIL on the same terms and conditions.

28. ISSUE OF SHARES OF MPGIL

- 28.1 Upon this Scheme becoming operative and upon amalgamation of Anik with MPGIL in terms of this Scheme, MPGIL shall, without any application or deed, issued allot equity shares, credited as fully paid up, to the extent indicated below, to the members of Anik holding fully paid-up equity shares in Anik and whose names appear in the register of members of Anik, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Anik in the following proportion viz.:
- " 1 (One) fully paid up equity share of Rs 10 each of MPGIL shall be issued and allotted for every 10 (Ten) equity shares of Rs 10 each held in Anik."
- 28.2 In so far as the issue of shares pursuant to sub-clause 28.1 above is concerned, each of the members holding shares in physical form shall have the option, exercisable by notice in writing by them to MPGIL on or before such date as may be determined by the Board of Directors of MPGIL or a committee of such Board of Directors, to receive, either in certificate form or in dematerialized form, the shares of MPGIL in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by MPGIL in respect of any of the members, the shares of MPGIL shall be issued to such members in certificate form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. It is only thereupon that MPGIL shall issue and directly credit the demat/dematerialized securities account of such member with the shares of MPGIL. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of MPGIL by the National Securities Depository Limited and/or Central Depository Services Limited on the Record Date.
- 28.3 The Equity Shares to be issued to the members of Anik under Clause 28.1 shall be subject to the Memorandum and Articles of Association of MPGIL and shall rank *pari passu* with the existing equity shares of MPGIL in all respects save and except that the said equity shares shall be eligible for dividend for the period commencing from the Appointed Date.
- 28.4 **MPGIL**, shall, to the extent required increase its Authorised Share Capital in order to issue Equity Shares under this Scheme.

- 28.5 MPGIL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Equity Shares to the members of Anik under the Scheme.
- 28.6 MPGIL shall apply to the relevant Stock Exchange(s) for listing of its equity shares, which will be allotted in pursuance of this Scheme.
- 28.7 Approval of this Scheme by the shareholders of Anik and MPGIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by MPGIL to the shareholders of Anik as provided in this Scheme.
- 28.8 The Board of Directors of MPGIL shall consolidate all fractional entitlement(s), if any, arising due to the merger of Anik and allot Equity Shares in lieu thereof to a director or an officer of MPGIL or such other person as the Board of Directors of MPGIL shall appoint in this behalf who shall hold the Equity Shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such director(s) or officer(s) or person(s) shall sell the same at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to MPGIL, the net sale proceeds thereof, whereupon MPGIL shall distribute such net sale proceeds subject to taxes, if any, to the members in proportion to their respective fractional entitlements.

29. ACCOUNTING TREATMENT IN THE BOOKS OF MPGIL

- 29.1 With effect from the Appointed Date, all the assets including investments, and liabilities appearing in the books of accounts of Anik shall stand transferred to and vested in MPGIL pursuant to the Scheme and shall be recorded by MPGIL at their fair values.
- 29.2 MPGIL shall credit to the Share Capital Account in its books of account, the aggregate face value of the Equity Shares of MPGIL issued and allotted under Clause 28.1 of the Scheme by it to the equity shareholders of Anik pursuant to this Scheme
- 29.3 The difference, being the excess of the value of the net assets of Anik transferred to MPGIL pursuant to High Court Order at their fair values over the face value of shares allotted by MPGIL shall be credited to General Reserve Account or debited to Goodwill Account, as the case may be.
- 29.4 In case of any differences in accounting policy between Anik and MPGIL, the accounting policies followed by MPGIL will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account mentioned earlier to ensure that the financial statements of MPGIL reflect the financial position on the basis of consistent accounting policy.

30. CONDUCT OF BUSINESS OF ANIK TILL EFFECTIVE DATE

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

- 30.1 Anik shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of Anik for and on account of and in trust for MPGIL. Anik hereby undertakes to hold its said assets with utmost prudence until the Effective Date.
- 30.2 Anik shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of MPGIL alienate, charge, mortgage, encumber or otherwise deal with or dispose of Anik or part thereof.
- 30.3 All the profits or income accruing or arising to Anik or expenditure or losses arising or incurred or suffered by Anik pertaining to the business and undertaking of Anik shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of MPGIL.
- 30.4 Anik shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of MPGIL or pursuant to any pre-existing obligation undertaken by Anik as the case may be, prior to the Appointed Date.
- 30.5 Anik shall be entitled, pending the sanction of the 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 MPGIL may require pursuant to this Scheme.

31. EMPLOYEES

- 31.1 On the Scheme becoming effective all the employees of Anik shall become the employees of MPGIL, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. MPGIL further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with Anik shall also be taken into account. MPGIL undertakes to continue to abide by the terms of agreement / settlement entered into by Anik with employees' union / employee or associations of Anik.

31.2 The accounts / funds of the employees whose services are transferred under Clause 31.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of MPGIL and such employees shall be deemed to have become members of such Trusts / Funds of MPGIL.

32. LEGAL PROCEEDINGS

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

32.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against Anik, MPGIL shall be made party thereto and any payment and expenses made thereto shall be the liability of MPGIL.

33. CONTRACTS, DEEDS, ETC.

33.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to Anik to which Anik is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of MPGIL, as the case may be, and may be enforced by or against MPGIL as fully and effectually as if, instead of Anik, MPGIL had been a party thereto.

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

34. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 27 above and the continuance of proceedings by or against Anik under Clause 32 above shall not affect any transaction or proceedings already concluded by Anik on or after the Appointed Date till the Effective Date, to the end and intent that MPGIL accepts and adopts all acts, deeds and things done and executed by Anik in respect thereto as done and executed on behalf of MPGIL.

35. CHANGE OF NAME

With effect from the Effective Date, subject to MPGIL obtaining all necessary regulatory approvals, the name of MPGIL shall stand changed from "Madhya Pradesh Glychem Industries Limited" to "Anik Dairy Industries Limited", or such other alternate name as may be approved by Registrar of Companies, Maharashtra.

36. DISSOLUTION OF ANIK

On the Scheme becoming effective, Anik shall stand dissolved without being wound-up.

PART E - MERGER OF GFL, RHFL AND RPL WITH RSIL

37. MERGER

37.1 With effect from the Appointed Date, the entire business and whole of the undertakings of GFL, RHFL and RPL including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the Bombay High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in RSIL so as to become the properties and assets of RSIL.

37.2 The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which GFL, RHFL and RPL are party wherein the assets of GFL, RHFL and RPL have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to GFL, RHFL and RPL and vested in RSIL by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of RSIL.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of GFL, RHFL and RPL which shall vest in RSIL by virtue of the Scheme and RSIL shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer / vesting of the assets of GFL, RHFL and RPL as aforesaid shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of GFL, RHFL and RPL.

- 37.3 All the moveable assets including cash in hand, if any, of GFL, RHFL and RPL pertaining or relating to the business, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to RSIL to the end and intent that the property therein passes to RSIL, on such delivery or endorsement and delivery. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of GFL, RHFL, RPL and RSIL.
- 37.4 In respect of movables other than those specified in sub-clause 37.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi shall to the extent possible be followed:
- 37.4.1 GFL, RHFL and RPL shall give notice in such form as it may deem fit and proper to each person, debtor or deposittee that pursuant to the High Courts of Judicature at Bombay having sanctioned the Scheme under Sections 391 to 394 of the Act, the said debt, loan, advance or deposit be paid to or made good to or held on account of RSIL and that the right of GFL, RHFL and RPL to recover or realise the same stands extinguished.
- 37.5 The liabilities shall also, without any further act, instrument or deed be and transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RSIL pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of RSIL and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 37.6 RSIL may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of GFL, RHFL and RPL or in favour of any other party to any contract or arrangement to which GFL, RHFL and RPL are parties or any writings as may be necessary to be executed in order to give formal effect to the above provisions. RSIL shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of GFL, RHFL and RPL and to implement or carry out all such formalities or compliance referred to above on the part of GFL, RHFL and RPL to be carried out or performed.
- 37.7 With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals or consents to carry on the operations and business of GFL, RHFL and RPL shall stand vested in or transferred to RSIL without any further act, instrument or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of RSIL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licences and consents shall vest in and become available to RSIL pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by GFL, RHFL and RPL, are concerned, the same shall vest with and be available to RSIL on the same terms and conditions.

38. ISSUE OF SHARES OF RSIL

- 38.1 Upon this Scheme becoming effective, shares will be issued and allotted to the members of GFL, RHFL and RPL holding fully paid-up equity shares in GFL, RHFL and RPL and whose names appear in the respective Register of members, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the respective Board of Directors in the following proportion viz.:
- "20 (Twenty) fully paid up equity share of Rs 10 each of RSIL shall be issued and allotted for every 33 (Thirty Three) equity shares of Rs 10 each held in GFL"
- "2 (Two) fully paid up equity share of Rs 10 each of RSIL shall be issued and allotted for every 25 (Twenty Five) equity shares of Rs 10 each held in RHFL"
- "53 (Fifty Three) fully paid up equity share of Rs 10 each of RSIL shall be issued and allotted for every 2 (Two) equity shares of Rs 100 each held in RPL"
- 38.2 In so far as the issue of shares pursuant to sub-clause 38.1 above is concerned, each of the members holding shares in physical form shall have the option, exercisable by notice in writing by them to RSIL on or before such date as may be determined by the Board of Directors of RSIL or a committee of such Board

of Directors, to receive, either in certificate form or in dematerialized form, the shares of RSIL in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by RSIL in respect of any of the members, the shares of RSIL shall be issued to such members in certificate form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. It is only thereupon that RSIL shall issue and directly credit the demat/dematerialized securities account of such Member with the shares of RSIL. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of RSIL by the National Securities Depository Limited and/or Central Depository Services Limited on the Record Date.

38.3 The Equity Shares to be issued to the members of GFL, RHFL and RPL under Clause 38.1 shall be subject to the Memorandum and Articles of Association of RSIL and shall rank *pari passu* with the existing equity shares of RSIL in all respects save and except that the said equity shares shall be eligible for dividend for the period commencing from the Appointed Date.

38.4 RSIL shall, if and to the extent required, increase its authorised share capital in order to issue equity shares under the Scheme.

38.5 RSIL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Equity Shares to the members of GFL, RHFL and RPL under the Scheme.

38.6 RSIL shall apply to the relevant Stock Exchange(s) for listing of its equity shares, which will be allotted in pursuance of this Scheme.

38.7 Approval of this Scheme by the shareholders of GFL, RHFL, RPL and RSIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by RSIL to the shareholders of GFL, RHFL and RPL as provided in this Scheme.

38.8 The Board of Directors of RSIL shall consolidate all fractional entitlement(s), if any, arising due to the merger of GFL, RHFL and RPL and allot Equity Shares in lieu thereof to a director or an officer of RSIL or such other person as the Board of Directors of RSIL shall appoint in this behalf who shall hold the Equity Shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such director(s) or officer(s) or person(s) shall sell the same at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to RSIL, the net sale proceeds thereof, whereupon RSIL shall distribute such net sale proceeds subject to taxes, if any, to the members in proportion to their respective fractional entitlements.

39. TRANSFER OF SHARES TO TRUST

39.1 GFL may, prior to the Effective Date, transfer all the shares of RSIL held by it on such date, to an individual trustee or a board of trustees (including the survivors or survivor of any of the trustees comprising such board of trustees) or a corporate trustee, to have and to hold the RSIL shares in trust together with all additions or accretions thereto upon trust exclusively for the benefit of GFL and its successor subject to the powers, provisions, discretions, rights and agreement contained in the instrument establishing the aforesaid trust.

39.2 RPL may, prior to the Effective Date, transfer all the shares of RSIL and GFL held by it on such date, to an individual trustee or a board of trustees (including the survivors or survivor of any of the trustees comprising such board of trustees) or a corporate trustee, to have and to hold the RSIL and GFL shares in trust together with all additions or accretions thereto upon trust exclusively for the benefit of RPL and its successor subject to the powers, provisions, discretions, rights and agreement contained in the instrument establishing the aforesaid trust.

39.3 RSIL may, on the Appointed Date, transfer all the shares of RHFL held by it on such date, to an individual trustee or a board of trustees (including the survivors or survivor of any of the trustees comprising such board of trustees) or a corporate trustee, to have and to hold the RHFL shares in trust together with all additions or accretions thereto upon trust exclusively for the benefit of RSIL and its successor subject to the powers, provisions, discretions, rights and agreement contained in the instrument establishing the aforesaid trust.

40. ACCOUNTING TREATMENT IN THE BOOKS OF RSIL

40.1 With effect from the Appointed Date, all the assets including investments, and liabilities appearing in the books of accounts of GFL, RHFL and RPL shall stand transferred to and vested in RSIL pursuant to the Scheme and shall be recorded by RSIL at their fair values.

40.2 RSIL shall credit to the Share Capital Account in its books of account, the aggregate face value of the equity shares of RSIL issued and allotted under Clause 38.1 of the Scheme by it to the equity shareholders of GFL, RHFL and RPL pursuant to this Scheme.

The difference, being the excess of the value of the net assets of GFL, RHFL and RPL transferred to RSIL pursuant to High Court Order at their fair values over the face value of shares allotted by RSIL, after adjusting any revision, if and to the extent considered appropriate by the Board of Directors of RSIL, in the value of the assets as on April 1, 2005, whether fixed or current, of RSIL shall be credited to the General Reserve Account in case of surplus. In case of deficit, the same would be charged to the Share Premium Account, to the extent available, and thereafter to General Reserve and to the extent required, to the Profit & Loss Account in the books of account of RSIL. The shortfall, if any, shall be debited to Goodwill Account.

The reduction of Share Premium Account, if any, shall be effected as a part of the Scheme only as the same does not involve either diminution of liability in respect of unpaid capital or payment to any shareholder of any amount paid in respect of shares issued and the Order of the Bombay High Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

40.3 In case of any differences in accounting policy between GFL, RHFL, RPL and RSIL, the accounting policies followed by RSIL will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account mentioned earlier to ensure that the financial statements of RSIL reflect the financial position on the basis of consistent accounting policy.

41. CONDUCT OF BUSINESS OF GFL, RHFL AND RPL TILL EFFECTIVE DATE

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

41.1 GFL, RHFL and RPL shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of GFL, RHFL and RPL for and on account of and in trust for RSIL. GFL, RHFL and RPL hereby undertakes to hold its said assets with utmost prudence until the Effective Date.

41.2 GFL, RHFL and RPL shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of RSIL alienate, charge, mortgage, encumber or otherwise deal with or dispose of GFL, RHFL and RPL or part thereof.

41.3 All the profits or income accruing or arising to GFL, RHFL and RPL or expenditure or losses arising or incurred or suffered by GFL, RHFL and RPL pertaining to the business and undertaking of GFL, RHFL and RPL shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of RSIL.

41.4 GFL, RHFL and RPL shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of RSIL or pursuant to any pre-existing obligation undertaken by GFL, RHFL and RPL as the case may be, prior to the Appointed Date.

41.5 GFL, RHFL and RPL shall be entitled, pending the sanction of the 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 RSIL may require pursuant to this Scheme.

42. EMPLOYEES

42.1 On the Scheme becoming effective all the employees of GFL, RHFL and RPL shall become the employees of RSIL, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. RSIL further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with GFL, RHFL and RPL shall also be taken into account. RSIL undertakes to continue to abide by the terms of agreement / settlement entered into by GFL, RHFL and RPL with employees' union / employee or associations of GFL, RHFL and RPL.

42.2 The accounts / funds of the employees whose services are transferred under Clause 42.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of RSIL and such employees shall be deemed to have become members of such Trusts / Funds of RSIL.

43. LEGAL PROCEEDINGS

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

43.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against GFL, RHFL and RPL, RSIL shall be made party thereto and any payment and expenses made thereto shall be the liability of RSIL.

44. CONTRACTS, DEEDS, ETC.

44.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to GFL, RHFL and RPL to which GFL, RHFL and RPL is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of RSIL, as the case may be, and may be enforced by or against RSIL as fully and effectually as if, instead of GFL, RHFL and RPL, RSIL had been a party thereto.

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

45. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 37 above and the continuance of proceedings by or against GFL, RHFL and RPL under Clause 43 above shall not affect any transaction or proceedings already concluded by GFL, RHFL and RPL on or after the Appointed Date till the Effective Date, to the end and intent that RSIL accepts and adopts all acts, deeds and things done and executed by GFL, RHFL and RPL in respect thereto as done and executed on behalf of RSIL.

46. DISSOLUTION OF COMPANIES

On the Scheme becoming effective, GFL, RHFL and RPL shall stand dissolved without being wound-up.

PART F - GENERAL TERMS AND CONDITIONS

47. APPLICATION TO HIGH COURT

Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL shall with all reasonable dispatch make all necessary applications under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court for seeking approval of the Scheme.

48. MODIFICATION OR AMENDMENTS TO THE SCHEME

48.1 Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL by their respective Boards of Directors ('the Board', which term shall include Committee thereof), may assent to/make and/or consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Courts and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Orders of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

49. CONDITIONALITY OF THE SCHEME

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

49.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL as may be directed by the High Court.

49.2 The sanction of the High Courts under Sections 391 to 394 of the said Act in favour of Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;

49.3 Certified or authenticated copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrar of Companies at Maharashtra by the Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL, as may be applicable.

49.4 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL, by their respective Board of Directors or any Committee constituted by them.

50. EFFECT OF NON-RECEIPT OF APPROVALS

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 Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2006 or within such further period or periods as may be agreed upon between Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL by their Board of Directors (and which the Board 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.

51. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of Anik, GFL, MPGIL, RHFL, RPL, NMPL and RSIL arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne in the following manner:

- a. By MPGIL and RSIL if pertaining to Part C in accordance with Clause 26 of the Scheme,
- b. By MPGIL if pertaining to Part D and
- c. By NMPL if pertaining to Part B
- d. By RSIL if pertaining to Part E

SCHEDULE - 1

TERMS AND CONDITIONS FOR ISSUE OF PREFERENCE SHARES

Issuer	Nutrela Marketing Private Limited
Instrument	Cumulative Redeemable Preference Shares
Face value	Rs. 100 per Preference Share
Redemption	At par
Coupon Rate	5% per annum cumulative
Redemption	To be redeemed at the end of 5 years from the date of allotment
Call Option	NMPL will have an option to redeem the Preference Shares at any time after the end of 18 months from the date of allotment. If NMPL exercises its call option, it will pay the amount of the face value of the Preference Shares along with dividend accrued upto the date on which it exercises the call option. In case NMPL exercises the call option, its liability to the Preference Shareholders shall stand extinguished from the date of dispatch of the cheques/pay order for the redemption amount along with dividend.

HIGH COURT, BOMBAY
IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 210 OF 2006

CONNECTED WITH

COMPANY APPLICATION NO. 837 OF 2005.

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 Composite Scheme of Arrangement and Amalgamation of Anik Industries Private Limited and General Foods Limited and Madhya Pradesh Glychem Industries Limited and Ruchi Health Foods Limited and Ruchi Private Limited and Nutrela Marketing Private Limited and Ruchi Soya Industries Limited and their respective shareholders.

RUCHI SOYA INDUSTRIES LIMITED..... Petitioner Company.

Authenticated copy of the Minutes of the Order dated 30th June, 2006 along with Composite Scheme of Arrangement and Amalgamation.

Dated this day of July, 2006

M/S. RAJESH SHAH & CO.
Advocates for the Petitioner.
16, Oriental Building, 30, Nagindas Master Road,
Flora Fountain, Mumbai - 400 001

HIGH COURT, BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 204 OF 2006

In the matter of the Companies Act, 1956;

and

In the matter of Section 391 to 394 of the Companies Act, 1956 and

In the matter of Composite Scheme of Arrangement and Amalgamation of Anik Industries Pvt. Ltd. and General Foods Limited and Madhya Pradesh Glychem Industries Ltd., and Ruchi Health Foods Ltd., and Ruchi Private Ltd., and Nutrela Marketing Pvt. Ltd., and their respective shareholders.

Anik Industries Pvt. Ltd.,Petitioner

Mr. Rajesh Shah i/b. Rajesh Shah & Co. for petitioners

CORAM : S.C. DHARMADHIKARI, J.

DATE : 21st July 2006

P.C.

At the request of learned Counsel for petitioner, following corrections/modifications are made in the order passed by this Court on 30th June 2006 :-

- (i) In the cause title of the said order name of General Foods Limited is appearing twice. The repetition be deleted.
- (ii) The name of objector is wrongly stated as Nutricia (India) Pvt. Ltd. The same is corrected and be read as "Rollatainers Limited".
- (iii) In para (1) of the order it is stated that "letter which is addressed by the petitioner to the company - M/s Nutricia (India) Pvt. Ltd. (the objector herein)". Instead the sentence be read as "letter which is addressed by the petitioner M/s Nutricia (India) Pvt. Ltd. (now known as Anik Industries Pvt. Ltd.) to the Objector".
- (iv) In para 11 it is mentioned that Company Peititon No. 205 of 2006 is made absolute in terms of prayer clauses (a) to (t). Instead prayer clauses be read as (a) to (n).
- (v) In para 11 it is mentioned that Company Petition No. 209 is made absolute in terms of prayer clauses (a) to (1). Instead, prayer clauses be read as (a) to (j).
- (vi) Rest of the order remains the same. Application for speaking to the minutes disposed of.

[S.C. DHARAMADHIKARI, J]

HIGH COURT, BOMBAY

0340333

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

O.O.C.J

COMPANY PETITION NO. 198 of 2006.

CONNECTED WITH

COMPANY APPLICATION No. 732 of 2005.

In the matter of Scheme of Amalgamation of Aneja Solvex Limited and Ruchi Credit Corporation Limited with Ruchi Soya Industries Limited and their respective shareholders.

Aneja Solvex Limited.....Petitioner.

WITH

COMPANY PETITION No. 199 of 2006

CONNECTED WITH

COMPANY APPLICATION No. 733 of 2005.

In the matter of Scheme of Amalgamation of Aneja Solvex Limited and Ruchi Credit Corporation Limited with Ruchi Soya Industries Limited and their respective shareholders.

Ruchi Credit Corporation Limited.....Petitioner.

WITH

COMPANY PETITION No. 200 of 2006

CONNECTED WITH

COMPANY APPLICATION No. 835 of 2005.

In the matter of Scheme of Amalgamation of Aneja Solvex Limited and Ruchi Credit Corporation Limited with Ruchi Soya Industries Limited and their respective shareholders.

Ruchi Soya Industries Limited.....Petitioner.

Mr. D.J. Khambata i/b R. Shah & Co. for the petitioner.

Mr. S.C. Gupta, O.L. except in C.P. No. 200/06

Mr. C.J. Joy with R.C. Master and N.D. Sharma i/b Dr. T.C. Kaushik for Regional Director.

CORAM : S.C. DHARAMADHIKARI, J.

DATE : 16th June, 2006.

P.C.

1. Heard Mr. Khambata learned Senior Counsel for the applicant and Mr. Joy counsel appearing for the Regional Director.
2. The Company Petitions are seeking sanction of this Court to a Scheme of Amalgamation. The silent features of the Scheme, copy of which is annexed to the petition, are also set out in the petition.
3. The Scheme has been examined by the Registrar of Companies who has forwarded his report to the Regional Director. The Regional Director has filed an affidavit stating that the Scheme is not prejudicial to the interest of creditors and share holders. It is also pointed out by the Official Liquidator in his report that the Chartered Accountants / Auditors appointed by him, have scrutinized the records, book of account and relevant papers of the Company. In their report it is stated that the affairs of the Company are not being carried on to the prejudice of the Members or to public interest. The latest financial position has been set out and inasmuch as copy of the original balance-sheet is also forwarded. All this material has been scrutinized and the above reports forwarded.
4. In the light of the same, company petitions deserve to succeed. Company Petition No. 198 and 199 of 2006 are made absolute in terms of prayer clause (a) to (l) and Petition No. 200 of 2006 is made absolute in terms of prayer clause (a) to (o) subject to payment of costs to Regional Director and Official Liquidator quantified at Rs. 2,500/- each in Company Petition No. 198 of 2006 and 199 of 2006 and costs of Rs. 2,500/- to Regional Director in Company Petition No. 200 of 2006.
5. All concerned parties including Registrar of Companies to act on the ordinary copy of the order and scheme, annexed to the petition, authenticated by the Company Registrar, High Court, Bombay.
6. Filing and issuance of drawn up order is dispensed with.

[S.C. DHARAMADHIKARI, J]

SCHEME OF AMALGAMATION
OF
ANEJA SOLVEX LIMITED
AND
RUCHI CREDIT CORPORATION LIMITED
WITH
RUCHI SOYA INDUSTRIES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

1. The Scheme of Amalgamation ("the Scheme") is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for the merger of Aneja Solvex Limited ('Aneja') having its Registered Office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021 and Ruchi Credit Corporation Limited ('RCCL'), having its Registered Office at 706, Tulsiani Chambers, Nariman Point, Mumbai - 400 021 with Ruchi Soya Industries Limited ('RSIL'), having its Registered Office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021
2. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
3. **Definitions**
 - 3.1 "**Act**" or "**the Act**" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
 - 3.2 "**Aneja**" means Aneja Solvex Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 3.3 "**Appointed Date**" means the 1st day of April 2005 or such other date as may be approved by the Bombay High Court.
 - 3.4 "**Effective Date**" means the date on which the certified or authenticated copy of the Orders of High Court of Judicature at Bombay under Sections 391 to 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra at Mumbai by Aneja, RCCL and RSIL.
 - 3.5 "**High Court**" means the High Court of Judicature at Bombay or such other High Court having jurisdiction in the matter.
 - 3.6 "**RCCL**" means Ruchi Credit Corporation Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at 706, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 3.7 "**RSIL**" or "**the Transferee Company**" means Ruchi Soya Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 3.8 "**Record Date**" means the date to be fixed by the Board of Directors of RSIL in consultation with the Board of Directors of RCCL for the purposes of issue and allotment of equity shares of RSIL to the shareholders of RCCL, under the Scheme upon merger of RCCL into RSIL.
 - 3.9 "**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation in its present form as submitted to the Hon'ble High Court or this Scheme with such modification(s), if any made, as per Clause 17 of the Scheme.
 - 3.10 "**Transferor Companies**" means RCCL and Aneja collectively.
 - 3.11 Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.
 - 3.12 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, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature of Bombay or made as per Clause 17 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

5. SHARE CAPITAL

5.1 The share capital of Aneja as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
1,00,000 Equity Shares of Rs 100 each	1,00,00,000
Total	1,00,00,000
Issued, Subscribed and Paid-up	
75,000 Equity Shares of Rs 100 each fully paid-up	75,00,000
	75,00,000

As on date, the entire paid up share capital of Aneja is held by RSIL, i.e. Aneja is a wholly owned subsidiary of RSIL.

5.2 The share capital of RCCL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
50,00,000 Equity Shares of Rs 10 each	5,00,00,000
Total	5,00,00,000
Issued, Subscribed and Paid-up	
5,50,000 Equity Shares of Rs 10 each fully paid-up	55,00,000
Total	55,00,000

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RCCL.

5.3 The share capital of RSIL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
2,50,00,000 Equity Shares of Rs. 10 each	25,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs. 100 each	65,00,00,000
Total	90,00,00,000
Issued, Subscribed and Paid-up	
2,10,51,905 Equity Shares of Rs. 10 each	21,05,19,050
Less: Calls unpaid	62,000
	21,04,57,050
45,24,285 4% Cumulative Redeemable Preference Shares of Rs. 100 each	45,24,28,500
Total	66,28,85,550

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RSIL.

6. MERGER

6.1 With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of Transferor Companies including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the Bombay High Court or any other appropriate authority sanctioning

this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in RSIL so as to become the properties and assets of RSIL.

- 6.2 The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Companies are party wherein the assets of Transferor Companies have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to Transferor Companies and vested in RSIL by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of RSIL.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Companies which shall vest in RSIL by virtue of the Scheme and RSIL shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer / vesting of the assets of the Transferor Companies as aforesaid shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of the Transferor Companies.

- 6.3 The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RSIL pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of RSIL and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 6.4 RSIL may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies are parties or any writings as may be necessary to be executed in order to give formal effect to the above provisions. RSIL shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Companies to be carried out or performed.
- 6.5 With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals or consents to carry on the operations and business of the Transferor Companies shall stand vested in or transferred to RSIL without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of RSIL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licences and consents shall vest in and become available to RSIL pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Companies, are concerned, the same shall vest with and be available to RSIL on the same terms and conditions.

7. ISSUE OF SHARES OF RSIL

- 7.1 Equity shares of Aneja, held by RSIL on the Record Date shall be cancelled and shall be deemed to have been cancelled without any further act or deed, and no shares of RSIL are required to be issued in lieu thereof.

- 7.2 Upon this Scheme becoming operative and upon amalgamation of RCCL in RSIL in terms of this Scheme, RSIL shall, without any application or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of RCCL holding fully paid-up equity shares in RCCL and whose names appear in the Register of members of RCCL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of RCCL in the following proportion viz.:

"4 (Four) fully paid up equity share of Rs 10 each of RSIL shall be issued and allotted for every 29 (Twenty Nine) equity shares of Rs 10 each held in RCCL (hereinafter referred to as "Equity Shares").

- 7.3 In so far as the issue of shares pursuant to sub-clause 7.2 above is concerned, each of the members holding shares in physical form shall have the option, exercisable by notice in writing by them to RSIL on or before such date as may be determined by the Board of Directors of RSIL or a committee of such Board of Directors, to receive, either in certificate form or in dematerialized form, the shares of RSIL in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by RSIL in respect of any of the members, the shares of RSIL shall be issued to such members in certificate form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may

be required. It is only thereupon that RSIL shall issue and directly credit the demat/dematerialized securities account of such Member with the shares of RSIL. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of RSIL by the National Securities Depository Limited and/or Central Depository Services Limited on the Record Date.

- 7.4 The Equity Shares to be issued to the members of RCCL under Clause 7.2 shall be subject to the Memorandum and Articles of Association of RSIL and shall rank pari passu with the existing equity shares of RSIL in all respects save and except that the said equity shares shall be eligible for dividend for the period commencing from the Appointed Date.
- 7.5 RSIL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Equity Shares to the members of RCCL under the Scheme.
- 7.6 The Board of Directors of RSIL shall consolidate all fractional entitlement(s), if any, arising due to the merger of RCCL and allot Equity Shares in lieu thereof to a director or an officer of RSIL or such other person as the Board of Directors of RSIL shall appoint in this behalf who shall hold the Equity Shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such director(s) or officer(s) or person(s) shall sell the same at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to RSIL, the net sale proceeds thereof, whereupon RSIL shall distribute such net sale proceeds subject to taxes, if any, to the members in proportion to their respective fractional entitlements.
- 7.7 RSIL shall apply to the relevant Stock Exchange(s) for listing of its equity shares, which will be allotted in pursuance of this Scheme.
- 7.8 Approval of this Scheme by the shareholders of RCCL and RSIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by RSIL to the shareholders of RCCL as provided in this Scheme.

8. TRANSFER OF SHARES TO TRUST

- 8.1 RSIL may, on the Appointed Date, transfer all the shares of RCCL held by it on such date, to an individual trustee or a board of trustees (including the survivors or survivor of any of the trustees comprising such board of trustees) or a corporate trustee, to have and to hold the RCCL shares in trust together with all additions or accretions thereto upon trust exclusively for the benefit of RSIL and its successor subject to the powers, provisions, discretions, rights and agreement contained in the instrument establishing the aforesaid trust.

9. ACCOUNTING TREATMENT IN THE BOOKS OF RSIL

- 9.1 With effect from the Appointed Date, all the assets including investments, and liabilities appearing in the books of accounts of the Transferor Companies shall stand transferred to and vested in RSIL pursuant to the Scheme and shall be recorded by RSIL at their fair values.
- 9.2 RSIL shall credit to the Share Capital Account in its books of account, the aggregate face value of the Equity Shares of RSIL issued and allotted under the Scheme by it to the equity shareholders of RCCL pursuant to this Scheme.
- 9.3 The difference, being the excess of the value of the net assets of the Transferor Companies transferred to RSIL pursuant to High Court Order at their fair values over the value of shares allotted by RSIL shall be credited to General Reserve Account. In case of there being a shortfall, the same shall be debited to Goodwill Account.
- 9.4 In case of any differences in accounting policy between the Transferor Companies and RSIL, the accounting policies followed by RSIL will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account mentioned earlier to ensure that the financial statements of RSIL reflect the financial position on the basis of consistent accounting policy.

10. CONDUCT OF BUSINESS OF ANEJA AND RCCL TILL EFFECTIVE DATE

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

- 10.1 The Transferor Companies shall be deemed to have been carrying on and shall carry on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets pertaining to the business and undertaking of the Transferor Companies for and on account of and in trust for RSIL. The Transferor Companies hereby undertake to hold their said assets with utmost prudence until the Effective Date.
- 10.2 The Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of RSIL alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Companies or part thereof.

- 10.3 All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies pertaining to the business and undertaking of the Transferor Companies shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of RSIL.
- 10.4 The Transferor Companies shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of RSIL or pursuant to any pre-existing obligation undertaken by the Transferor Companies as the case may be, prior to the Appointed Date.
- 10.5 RSIL shall be entitled, pending the sanction of the 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 RSIL may require pursuant to this Scheme.

11. EMPLOYEES

- 11.1 On the Scheme becoming effective all the employees of the Transferor Companies shall become the employees of RSIL, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. RSIL further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account. RSIL undertakes to continue to abide by the terms of agreement / settlement entered into by the Transferor Companies with employees' union / employee or associations of the Transferor Companies.
- 11.2 The accounts / funds of the employees whose services are transferred under Clause 11.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of RSIL and such employees shall be deemed to have become members of such Trusts / Funds of RSIL.

12. LEGAL PROCEEDINGS

- 12.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against RSIL, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.
- 12.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, RSIL shall be made party thereto and any payment and expenses made thereto shall be the liability of RSIL.

13. CONTRACTS, DEEDS, ETC.

- 13.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Companies to which the Transferor Companies is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of RSIL, as the case may be, and may be enforced by or against RSIL as fully and effectually as if, instead of the Transferor Companies, RSIL had been a party thereto.
- 13.2 RSIL shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. RSIL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

14. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 6 above and the continuance of proceedings by or against the Transferor Companies under Clause 12 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date, to the end and intent that RSIL accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of RSIL.

15. DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound-up.

16. APPLICATION TO HIGH COURT

The Transferor Companies and RSIL shall with all reasonable dispatch make all necessary applications under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court for seeking approval of the Scheme.

17. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Companies and RSIL by their respective Boards of Directors ('the Board, (which term shall include Committee thereof), may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Courts and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). The Transferor Companies and RSIL by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Orders of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

18. CONDITIONALITY OF THE SCHEME

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

18.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Companies and RSIL as may be directed by the High Court.

18.2 The sanction of the High Court under Sections 391 to 394 of the said Act in favour of the Transferor Companies and RSIL under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;

18.3 Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies at Maharashtra by the Transferor Companies and RSIL, as may be applicable.

19. EFFECT OF NON-RECEIPT OF APPROVALS

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 Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2006 or within such further period or periods as may be agreed upon between the Transferor Companies and RSIL by their 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.

20. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and RSIL arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by RSIL.

**IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 200 OF 2006

CONNECTED WITH

COMPANY APPLICATION NO. 835 OF 2005.

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 Amalgamation of Aneja Solvex Limited and Ruchi Credit Corporation Limited with Ruchi Soya Industries Limited and their respective shareholders.

RUCHI SOYA INDUSTRIES LIMITED..... Petitioner Company

Authenticated copy of the Minutes of the Order dated 16th June, 2006 along with Scheme.

Dated this day of July, 2006.

M/S. RAJESH SHAH & CO.

Advocates for the Petitioner.

**16, Oriental Building, 30, Nagindas Master Road,
Flora Fountain, Mumbai - 400 001**

HIGH COURT, BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 535 OF 2006 WITH C.A. NO. 834 OF 2005

Ruchi Soya Industries LtdPetitioner

Mr. Viraj Tulzapurkar with Rajesh Shah i/by Rajesh Shah & Co. for the petitioner.

Mr. C.J. Joy with R.C. Master i/by Pankaj Kumar of the Regional Director.

CORAM : R.S. MOHITE, J.

DATE : 17/11/2006.

P.C.

1. This petition is filed by Ruchi Soya Industries Ltd. under Sections 391 to 394 of the Companies Act, 1956, for seeking sanction of this court to a scheme of amalgamation of Param Industries Ltd (transferor company) to the present petitioner company. The Scheme of amalgamation which is sought to be sanctioned is annexed at Exh. F to the petition.
2. It may be stated here that the transferor company Param Industries Ltd. had filed a petition being Company Petition No. 215 of 2006 in the Delhi High Court seeking a sanction to the said scheme and by an order dated 3.10.2006, the Delhi High Court has sanctioned the said scheme. A copy of the said order passed by the Delhi High Court sanctioning the scheme is tendered and the same is taken on record. The Regional Director has filed his affidavit dated 9.11.2006. I have perused the affidavit of the Regional Director. It indicates that after receipt of the petition, a copy of the said petition was sent to the Registrar of Companies and after receiving the report of the Registrar of Companies, the Regional Director has examined the report from various angles namely Shareholders interest and Creditors interest. The petitioner company was also called upon to furnish the particulars which they have done and after considering all the material and after applying his mind to the various clauses of the scheme, the Regional Director has not found anything which is prejudicial to the interest of the Shareholders, Creditors and the public. In particular, it is mentioned in the affidavit that as per clause 6 of the Scheme the entire business and the whole of the transferor company including its properties, assets and also the liabilities of the transferor company are transferred and/or deemed to be transferred to the transferee company. It also discloses that no prosecutions are pending against the company and its Directors. There are no pending liabilities towards the Income Tax, Sales Tax, Government Tax and also liability for the benefit of the employees and workers. All the supporting documents are annexed to the said affidavit.
3. I find that the procedure has been duly followed. There is no objection raised by any one to the sanction of the said scheme of amalgamation. In the circumstances, petition is allowed in terms of prayer clause (b), (c) and (d). The petitioner company will deposit an amount of Rs. 2500/- towards the costs of the Regional Director.
4. Drawn up order is dispensed with. Parties will act on a copy of this order duly certified by the Company Registrar of this court.

(R.S. Mohite, J.)

SCHEME OF AMALGAMATION
OF
PARAM INDUSTRIES LIMITED
WITH
RUCHI SOYA INDUSTRIES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

0340333

1. The Scheme of Amalgamation ("the Scheme") is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for the merger of Param Industries Limited ('Param') having its Registered Office at II Floor, 43, Daryaganj, New Delhi - 110 001 with Ruchi Soya Industries Limited ('RSIL'), having its Registered Office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021
2. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
3. **Definitions**
 - 3.1 **"Act" or "the Act"** means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
 - 3.2 **"Appointed Date"** means the 1st day of April 2005 or such other date as may be approved by the Bombay High Court and High Court of Delhi at New Delhi.
 - 3.3 **"Effective Date"** means the later of dates on which the certified copies of the Orders of Bombay High Court and High Court of Delhi at New Delhi, sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, N.C.T. of Delhi and Haryana at Delhi, respectively.
 - 3.4 **"High Courts"** means the High Court of Judicature at Bombay and High Court of Judicature at Delhi or such other High Court having jurisdiction in the matter.
 - 3.5 **"Param" or "the Transferee Company"** means Param Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at II Floor, 43, Daryaganj, New Delhi - 110001
 - 3.6 **"RSIL" or "the Transferee Company"** means Ruchi Soya Industries Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai - 400 021.
 - 3.7 **"Record Date"** means the date to be fixed by the Board of Directors of RSIL in consultation with the Board of Directors of Param for the purposes of issue and allotment of equity shares of RSIL to the shareholders of Param, under the Scheme upon merger of Param into RSIL.
 - 3.8 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the Hon'ble High Court or this Scheme with such modification(s), if any made, as per Clause 17 of the Scheme.
 - 3.9 Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.
 - 3.10 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, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature of Bombay and Delhi, whichever is letter or made as per Clause 16 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

5. SHARE CAPITAL

5.1 The share capital of Param as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
1,00,00,000 Equity Shares of Rs 10 each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid-up	
43,29,480 Equity Shares of Rs 10 each fully paid-up	4,32,94,800
	4,32,94,800

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of Param.

5.2 The share capital of RSIL as at March 31, 2005 is as under:

	Amount in Rupees
Authorised Capital	
2,50,00,000 Equity Shares of Rs. 10 each	25,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs. 100 each	65,00,00,000
Total	90,00,00,000
Issued, Subscribed and Paid-up	
2,10,51,905 Equity Shares of Rs. 10 each	21,05,19,050
Less: Calls unpaid	62,000
	21,04,57,050
45,24,285 4% Cumulative Redeemable Preference Shares of Rs. 100 each	45,24,28,500
Total	66,28,85,550

Subsequent to the balance sheet date, there has been no change in the issued, subscribed and paid-up capital of RSIL.

6. MERGER

6.1 With effect from the opening of the business as on the Appointed Date, the entire business and whole of the undertakings of Transferor Companies including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the Bombay and Delhi High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and/or deemed to be transferred to and vested in RSIL so as to become the properties and assets of RSIL.

6.2 The transfer and vesting as aforesaid shall be subject to the existing charges / hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Company are party wherein the assets of Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to Transferor Company and vested in RSIL by virtue of this Scheme to the end and intent that the charges shall not extend or demed to extend to any assets of RSIL.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Company which shall vest in RSIL by virtue of the Scheme and RSIL shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer /

vesting of the assets of the Transferor Company as aforesaid shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of Param.

- 6.3 The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by RSIL pursuant to the provisions of Sections 391 to 394 of the Act, so as to become the liabilities of RSIL and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 6.4 RSIL may at any time after the coming into effect of the Scheme in accordance with the provisions of the Scheme, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Company are parties or any writings as may be necessary to be executed in order to give formal effect to the above provisions. RSIL shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company to be carried out or performed.
- 6.5 With effect from the Appointed Date and upon the Scheme becoming effective, all development rights, statutory licences, permissions, approvals or consents to carry on the operations and business of the Transferor Companies shall stand vested in or transferred to RSIL without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of RSIL. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licences and consents shall vest in and become available to RSIL pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company, are concerned, the same shall vest with and be available to RSIL on the same terms and conditions.

7. ISSUE OF SHARES OF RSIL

- 7.1 Upon this Scheme becoming operative and upon amalgamation of Transferor Company in RSIL in terms of this Scheme, RSIL shall, without any application or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of Transferor Company holding fully paid-up equity shares in the Transferor Company and whose names appear in the Register of members of the Transferor Company, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company in the following proportion viz.:

"2 (Two) fully paid up equity share of Rs 10 each of RSIL shall be issued and allotted for every 3 (Three) equity shares of Rs 10 each held in the Transferor Company (hereinafter referred to as "Equity Shares")."
- 7.2 In so far as the issue of shares pursuant to sub-clause 7.1 above is concerned, each of the members holding shares in physical form shall have the option, exercisable by notice in writing by them to RSIL on or before such date as may be determined by the Board of Directors of RSIL or a committee of such Board of Directors, to receive, either in certificate form or in dematerialized form, the shares of RSIL in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by RSIL in respect of any of the members, the shares of RSIL shall be issued to such members in certificate form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. It is only thereupon that RSIL shall issue and directly credit the demat/dematerialized securities account of such Member with the shares of RSIL. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of RSIL by the National Securities Depository Limited and/or Central Depository Services Limited on the Record Date.
- 7.3 The Equity Shares to be issued to the members of the Transferor Company under Clause 7.1 shall be subject to the Memorandum and Articles of Association of RSIL and shall rank pari passu with the existing equity shares of RSIL in all respects save and except that the said equity shares shall be eligible for dividend for the period commencing from the Appointed Date.
- 7.4 RSIL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Equity Shares to the members of the Transferor Company under the Scheme.
- 7.5 The Board of Directors of RSIL shall consolidate all fractional entitlement(s), if any, arising due to the merger of PARAM and allot Equity Shares in lieu thereof to a director or an officer of RSIL or such other person as the Board of Directors of RSIL shall appoint in this behalf who shall hold the Equity Shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such

director(s) or officer(s) or person(s) shall sell the same at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to RSIL, the net sale proceeds thereof, whereupon RSIL shall distribute such net sale proceeds subject to taxes, if any, to the members in proportion to their respective fractional entitlements.

- 7.6 RSIL shall apply to the relevant Stock Exchange(s) for listing of its equity shares, which will be allotted in pursuance of this Scheme.
- 7.7 Approval of this Scheme by the shareholders of Transferor Company and RSIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of Equity Shares by RSIL to the shareholders of Transferor Company as provided in this Scheme.

8. ACCOUNTING TREATMENT IN THE BOOKS OF RSIL

- 8.1 With effect from the Appointed Date, all the assets including investments, and liabilities appearing in the books of accounts of the Transferor Company shall stand transferred to and vested in RSIL pursuant to the Scheme and shall be recorded by RSIL at their fair values.
- 8.2 RSIL shall credit to the Share Capital Account in its books of account, the aggregate face value of the Equity Shares of RSIL issued and allotted under the Scheme by it to the equity shareholders of the Transferor Company pursuant to this Scheme.
- 8.3 The difference, being the excess of the value of the of net assets of the Transferor Company transferred to RSIL pursuant to High Courts Order at their fair values over the value of shares allotted by RSIL shall be credited to General Reserve Account. In case of there being a shortfall, the same shall be debited to Goodwill Account.
- 8.4 In case of any differences in accounting policy between the Transferor Company and RSIL, the accounting policies followed by RSIL will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account mentioned earlier to ensure that the financial statements of RSIL reflect the financial position on the basis of consistent accounting policy.

9. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY TILL EFFECTIVE DATE

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

- 9.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of the Transferor Company for and on account of and in trust for RSIL. The Transferor Company hereby undertake to hold its said assets with utmost prudence until the Effective Date.
- 9.2 The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of RSIL alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Company or part thereof.
- 9.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business and undertaking of the Transferor Company shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of RSIL.
- 9.4 The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of RSIL or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Appointed Date.
- 9.5 RSIL shall be entitled, pending the sanction of the 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 RSIL may require pursuant to this Scheme.

10. EMPLOYEES

- 10.1 On the Scheme becoming effective all the employees of the Transferor Company shall become the employees of RSIL, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. RSIL further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Company shall also be taken into account. RSIL undertakes to continue to abide by the terms of agreement / settlement entered into by the Transferor Company with employees' union / employee or associations of the Transferor Company.

10.2 The accounts / funds of the employees whose services are transferred under Clause 10.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of RSIL and such employees shall be deemed to have become members of such Trusts / Funds of RSIL.

11. LEGAL PROCEEDINGS

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

11.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, RSIL shall be made party thereto and any payment and expenses made thereto shall be the liability of RSIL.

12. CONTRACTS, DEEDS, ETC.

12.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company to which the Transferor Company is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of RSIL, as the case may be, and may be enforced by or against RSIL as fully and effectually as if, instead of the Transferor Company, RSIL had been a party thereto.

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

13. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 6 above and the continuance of proceedings by or against the Transferor Company under Clause 11 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date, to the end and intent that RSIL accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of RSIL.

14. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound-up.

15. APPLICATION TO HIGH COURT

The Transferor Companies and RSIL shall with all reasonable dispatch make all necessary applications under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Courts for seeking approval of the Scheme.

16. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Company and RSIL by their respective Boards of Directors ('the Board') which term shall include Committee thereof, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Courts and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). The Transferor Company and RSIL by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Orders of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

17. CONDITIONALITY OF THE SCHEME

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

17.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company and RSIL as may be directed by the High Court.

17.2 The sanction of the High Court under Sections 391 to 394 of the said Act in favour of the Transferor Company and RSIL under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;

17.3 Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies at Maharashtra and Delhi by RSIL and Transferor Company, as may be applicable.

18. EFFECT OF NON-RECEIPT OF APPROVALS

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 Bombay and Delhi High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2006 or within such further period or periods as may be agreed upon between the Transferor Companies and RSIL by their 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.

19. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and RSIL arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by RSIL.

**IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO. 535 OF 2006

CONNECTED WITH

COMPANY APPLICATION NO. 834 OF 2005.

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 Amalgamation of Param Industries Limited with Ruchi Soya Industries Limited and their respective shareholders.

RUCHI SOYA INDUSTRIES LIMITED.....Petitioner Company

Authenticated copy of the Minutes of the Order dated 17th November, 2006 along with Scheme of Amalgamation.

M/S. RAJESH SHAH & CO.

Advocates for the Petitioner.

16, Oriental Building, 30, Nagindas Master Road,

Flora Fountain, Mumbai - 400 001

HIGH COURT, BOMBAY

0158812

IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 115 OF 2010
CONNECTION WITH
COMPANY SUMMONS FOR DIRECTION NO. 102 OF 2010

Mac Oil Palm Limited Petitioner / Transferor Company

AND

COMPANY PETITION NO. 176 OF 2010
CONNECTION WITH
COMPANY SUMMONS FOR DIRECTION NO. 103 OF 2010

Ruchi Soya Industries LimitedPetitioner / Transferror Company

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

And

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

And

In the matter of Scheme of Amalgamation and Arrangement of Mac Oil Palm Limited and Ruchi Soya Industries Limited and their respective shareholders

Mr. Hemant Sethi i/b Hemant Sethi & Co. for the Petitioners.

Mr. P. Rama Rao, Official Liquidator in Company Petition Nos. 115 of 2010

Mr. Arfoz Shah i/b Mr. S.K. Mohapatra for Regional Director in all the petitions.

CORAM : S.J. KATHAWALLA J.

DATE : 7th May 2010

P.C.

1. Head learned counsel for the parties.
2. The sanction of the Court is sought under Sections 391 to 394 read with Section 78 and Section 100 to 103 of the Companies Act, 1956 to a Scheme of Amalgamation and Arrangement of Mac Oil Palm Limited and Ruchi Soya Industries Limited and their Respective Shareholders.
3. Counsel appearing on behalf of the Petitioners has stated that the Petitioners have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioners undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the rules made there under. Undertaking is accepted.
4. The Regional Director has filed an affidavit stating therein that the scheme does not appear to be prejudicial to the interest of the shareholders and public.
5. The Official Liquidator has filed a report in Company Scheme Petition No. 115 of 2010 stating therein that the affairs of the Transferor Company has been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved.

6. The counsel appearing for the Petitioner / Transferee states that the claim of the objecting Creditor has been settled and the said objecting Creditor has by his letter dated 6th May 2010 acknowledged the receipt of two demand drafts of Rs. 5,00,000/- and Rs. 5,29,223/- each both dated 4th May 2010 towards their outstanding dues and that they have no objection to the proposed Scheme. However, the said payment has been accepted by the said Creditor subject to realisation.
7. The counsel appearing for the Petitioner/Transferee Company further Invites my attention to the objection of one of the shareholder Mr. Shyamsunder S. Jaipuria holding 270 shares in the Petitioner/Transferee Company recording his objection to the scheme of Amalgamation and Arrangement in a letter addressed to the Chairman, which is annexed to the Chairman's report as Exhibit-B. It is stated by the counsel for the Petitioner / Transferee Company that the Scheme has been approved by the 96.50% of the shareholders who have attended and, validly voted and Special Resolution to adjust the amount standing to the credit of General Reserve and Business Development Reserve Account in the manner as specified in Clause 7.7 of the Scheme against the expenses as provided In the Scheme, and same has also been approved by requisite majority in number and value.
8. The Scheme has been approved by requisite majority in value and number.
9. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and Is not contrary to public policy. No other party concerned has come forward to oppose the Scheme.
10. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition Nos. 115 of 2010 and Company Scheme Petition No 176 of 2010 are made absolute in terms of prayer clause (a).
11. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay 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 order.
12. The Petitioners in both Company Scheme Petition to pay costs of Rs.7500/- each to the Regional Director. The Petitioner in Company Scheme Petition Nos. 115 of 2010 to pay sum of Rs. 7500/- to the Official liquidator.
13. Costs to be paid within four weeks from today.
14. Filing and issuance of the drawn up order is dispensed with.
15. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay

(S.J. Kathawalla J)

**SCHEME OF AMALGAMATION AND ARRANGEMENT UNDER SECTIONS 391-394 OF THE
COMPANIES ACT 1956 BETWEEN**

MAC OIL PALM LIMITED

WITH

RUCHI SOYA INDUSTRIES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

This Scheme of Amalgamation and Arrangement is presented under Sections 391 to 394 read with Sections 78 and 100 to 103 and other applicable provisions of the Companies Act, 1956 for the transfer and merger of Mac Oil Palm Limited with Ruchi Soya Industries Limited.

This Scheme of Amalgamation and Arrangement is divided into the following parts:-

Part I deals with the definitions of the terms used in this Scheme. Objects and the Share Capital of Ruchi Soya Industries Limited and Mac Oil Palm Limited

Part II deals with the Amalgamation of Mac Oil Palm Limited into Ruchi Soya Industries Limited

Part III deals with the General Terms and Conditions

PART I - DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

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

- 1.1. "**Act**" means the Companies Act, 1956 and shall include any statutory modification, re-enactment or amendment thereof for the time being in force.
- 1.2. "**Appointed Date**" For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means 1st April, 2009.
- 1.3. "**Board**" means the Board of Directors of the Transferor Company / Transferee Company or any committee thereof duly constituted or appointed by the Board for this purpose
- 1.4. "**Effective Date**" means the date on which the authenticated/certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme are filed with the Registrar of Companies at Mumbai, Maharashtra.
- 1.5. "**Financial Statements**" means and includes stand alone accounts and consolidated financial statements prepared together with its subsidiaries and joint venture entitles quarterly / annual accounts of Transferor Company / Transferee Company (including cash flow statements, balance sheet, profit and loss a/c and other statements published along with the annual accounts and quarterly / publicly reported financial statements).
- 1.6. "**Firm**" means a "**firm**" as defined under the Indian Partnership Act, 1932 (Act No. 9 of 1932) or a "limited liability partnership" as defined under the Limited Liability Partnership Act (Act No. 6 of 2009) , or any other firm / legal entity as Incorporated in a country outside India wherein the Transferee Company participates in more than half of the profits or the capital of the Firm and/ or wherein the Transferee Company controls the composition of the governing body of such Firm.
- 1.7. "**High Court**" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable;
- 1.8. "**Mac Oil**" or "**Transferor Company**" means Mac Oil Palm Limited a Company Incorporated under the Companies Act, 1956 and having Its registered office at 408 Tulsiani Chambers, Nariman Point, Mumbai 400 021 includes :-
 - 1.8.1. any and all immovable property, including land, buildings, movable assets including plant, machinery and equipments, whether leased or otherwise, any and all rights, title, interest, covenant, undertakings, liabilities including continuing rights title and interest in connection with the immovable properties

whether leasehold or otherwise comprised in its business together with all present and future liability including contingent liabilities and debts appertaining to its business, as per the records of Mac Oil;

- 1.8.2. any other property or assets, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, owned, held, used or otherwise enjoyed by Mac Oil;
- 1.8.3. any and all permits, quotas, rights, approvals, consents, entitlements, licences, tenancies, trademarks, patents, copyrights, privileges and benefits of all contracts, agreements and all other rights, whether available as on date or vested in future, including, lease rights, licences, exemptions, tax benefits, concessions, subsidies and other beneficial interests, powers and facilities of every kind and description of whatsoever nature, appertaining to its business, as per the records of Mac Oil;
- 1.8.4. any and all debts, borrowings and liabilities, present or future, whether secured or unsecured, pertaining to the business, as per the records of Mac Oil;
- 1.8.5. any and all permanent, temporary daily rated casual, and contractual employees of Mac Oil engaged in or in relation to its business at their respective offices branches, factories, depots or otherwise at their current terms and conditions as per the records of Mac Oil;
- 1.8.6. any and all earnest monies and / or security deposits, or other entitlements in connection with or relating to its business, as per the records of Mac Oil: and
- 1.8.7. any and all investments, current assets, funds, and loans and advances including accrued interest, in connection with or relating to its business, as per the records of Mac Oil.
- 1.8.8. All records, files, papers, documents, process information, computer programs, manuals, data, catalogues quotations, internal control Information / material, technical know how, present and prospective list of customers and suppliers, customer credit information, customer pricing information, books of accounts and other supporting data, documents, invoices etc. and all other records whether in physical or electronic form, pertaining to the business of Mac Oil.

1.9. **"Record Date"** means the date to be fixed by the Board of Directors of the Transferor Company for the purpose of reckoning names of the equity shareholders of the Transferor Company, who shall be entitled to receive shares of the Transferee Company upon coming into effect of this Scheme as specified in Clause 1.4 of this Scheme;

1.10. **"Ruchi Soya" or "Transferee Company"** means Ruchi Soya Industries Limited, a Company Incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai 400 021

1.11. **"Scheme" or "the Scheme"**, means this Scheme of Amalgamation and Arrangement in Its present form submitted to the High Court or any other appropriate authority:

1.12. **"Subsidiary"** means a company as defined under section 4 of Companies Act, 1956.

Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date. All terms and words not defined In this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. SHARE CAPITAL

2.1 The Share Capital of Ruchi Soya as per the latest audited financial statements as on 31 March 2009 was as under:

Particulars	Amount in Rupees
Authorised :	
27,50,00,000 Equity Shares of Rs. 2/- each	55,00,00,000
65,00,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each	65,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
18,87,90,060 Equity Shares of Rs. 2/- each fully paid-up	37,75,80,120
45,24,285 4% Cumulative Redeemable Preference Shares of Rs.100/- each fully paid up	45,24,28,500
Total	83,00,08,620

As on the date of this Scheme being approved by the Board of Directors of the Transferee Company, the authorised, issued, subscribed and paid-up share capital is as under:

Particulars	Amount in Rupees
Authorised Capital:	
50,00,00,000 Equity Shares of Rs. 2/- each	1,00,00,00,000
20,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each	20,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
21,89,88,860 Equity Shares of Rs. 2/- each fully paid-up	43,79,77,720

2.2. The Share Capital of Mac Oil as per the latest audited financial statements as on 31 March 2009 is as under

Particulars	Amount in Rupees
Authorised Capital:	
1,00,50,000 Equity Shares of Rs. 10/- each	10,05,00,000
Total	
Issued, Subscribed and Paid-up :	
1,00,50,000 Equity Shares of Rs. 10/- each fully paid-up	10,05,00,000
Total	10,05,00,000

As on the date of this Scheme being approved by the Board of the Transferor Company, the authorised, issued, subscribed and paid-up equity share capital is as under:

Particulars	Amount in Rupees
Authorised Capital:	
5,02,50,000 Equity Shares of Rs. 2/- each	10,05,00,000
Total	
Issued, Subscribed and Paid-up :	
5,02,50,000 Equity Shares of Rs. 2/- each fully paid-up	10,05,00,000
Total	10,05,00,000

3. OBJECT AND RATIONALE OF THIS SCHEME

- 3.1. The Transferee Company is inter alia engaged in the business of processing, refining and marketing of edible oils, in India, including palm oil.
- 3.2. The Transferor Company is inter alia engaged in the business of developing oil palm and processing fresh fruit bunches of palm for oil extraction in India.
- 3.3. In order to bring about better synergies, strengthening the existing palm business, de-risking the business from an operational, geographical and product perspective, for expansion of business, the Transferee Company proposes to acquire the business of the Transferor Company, pursuant to this Scheme. In lieu thereof, the Transferee Company would discharge the consideration to the shareholders of the Transferor Company as per the terms stated herein.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or in terms of this Scheme, shall be effective from the Appointed Date, but shall be operative from the Effective Date.

PART II - AMALGAMATION OF MAC OIL INTO RUCHI SOYA

5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY

- 5.1. With effect from the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets, whether moveable or Immoveable, tangible or Intangible, balance in bank, cash or Investments and other assets of whatsoever nature such as licenses, permits,

approvals, lease, tenancy rights, letter of Intents, permissions, income tax and/or any other statutes, incentives if any and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and / or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

- 5.2. All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or Instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
- 5.3. In respect of movable assets other than those specified in sub-clause 5.2 above the same shall without further act instrument or deed, be transferred and or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and the Transferor Company shall give notice in such form as it deems fit to such persons, that pursuant to the Order of the High Court. the said asset would be paid or made good to or held on account of. the Transferee Company. and the rights of the Transferor Company will vest with the Transferee Company upon this Scheme becoming effective.
- 5.4. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the period on or upto the Effective Date, shall, pursuant to the Orders of the High Court or such other competent authority as may be applicable under Section 394 and other applicable provisions of the Act and without any further act or deed, be 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, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

The Transferee Company, may, anytime after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favor of secured creditors of the Transferor Company, or in favor of any other party with which the Transferor Company has a contract or arrangement, or give any such writings, as may be necessary, to give effect to the above.
- 5.5. It is hereby clarified that all assets and liabilities of the Transferor Company shall be transferred at values appearing in the books of account of the Transferor Company as on the Appointed Date which are set forth in the closing balance sheet of the Transferor Company as of the close of business hours on the date immediately preceding the Appointed Date.
- 5.6. Part II of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/ are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will however not affect the other parts of the Scheme.
- 5.7. The Transferor Company and the transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- 5.8. The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any created by the Transferor Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Transferor Company or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they relate or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets, of the Transferee Company.
- 5.9. Subject to the other provisions of the Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee

Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings, endorsements or confirmations on behalf of the; Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

- 5.10 The entitlement to various benefits under incentive schemes and policies in relation to the transferor Company shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not limited to) income-tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs and other and incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional liabilities or expenses whatsoever.
- 5.11. Any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, State Value Added Tax laws. Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (herein referred to as 'Tax Laws') allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation/ duties / levies account including advance income tax and Tax Deducted at Source ('TDS') as on the Appointed Date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 5.12. Any refund/ credit under Tax Laws due to the Transferor Company consequent to the assessments made on the 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.
- 5.13 All taxes (including income tax, sales tax, excise duty, service tax. VAT etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business 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, sales tax, excise duty, custom duty, income tax, service tax, VAT 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 operations of the business after 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.
- 5.14 Without prejudice to the generality of the forgoing,
 - 5.14.1. On and from the Appointed Date, if any certificate for Tax Deducted at Source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.
 - 5.14.2. On and from the Appointed Date, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Transferor Company, if any, shall stand transferred to and vested in the Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The liabilities of the Transferor Company as on the Appointed Date shall stand transferred to and vested in the Transferee Company save otherwise in respect of the liabilities which were met by the Transferor Company during the period between Appointed Date and Effective Date, which shall be construed to have been met by the Transferee Company as if the transaction giving rise to the said liability was a transaction carried out by the Transferee Company.
- 5.15. Upon the Scheme being finally effective, the Authorised Capital of Transferor Company will get merged with that of the Transferee Company without payment of additional fees and duties as the said fees have already been paid and the Authorised Capital of the Transferee Company will be increased to that effect by just filing requisite forms. The resolution approving the Scheme shall be deemed to be the approval of increase and reclassification in the Authorised Share Capital of the Transferee Company under Section 94 and other applicable provisions of the Act. The Clause V of the Memorandum of Association of the Transferee Company relating to the Authorised Share Capital shall, without any further act, instrument or deed, be and

stand altered, modified and amended pursuant to Section 16, 31, 94 and 394 and other applicable provisions of the Act. as the case may be, in the manner set out below and be replaced by the following clause:

- V The Authorised Share Capital of the Company is Rs. 130,05,00,000/- (Rupees One Hundred Thirty Crore and Five Lakhs Only) divided into 55,02,50,000 (Fifty Five Crore Two Lakhs and Fifty Thousand) Equity Shares of Rs.2/- each and 20,00,000 (Twenty Lakhs) Cumulative Redeemable Preference Shares of Rs 100/- each.

6. CONSIDERATION

- 6.1 The Transferee Company shall, upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the entire undertaking of the Transferor Company, issue and allot, to the members of the Transferor Company, whose names appear in the Register of Members as on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title, as may be recognized by the Board of Directors, in the following manner:
- 6.1.1 1,50,00,000 (One crore fifty lacs) fully paid-up Equity Shares of Rs.2 (Rupees Two) each of the Transferee Company shall be issued and allotted to the equity shareholders of the Transferor Company in the same proportion as to their shareholding in the Transferor Company. Fractions, if any shall be ignored; and
- 6.2 The Equity Shares in the Transferee Company to be issued to the members of the Transferor Company pursuant to Clause 6.1 above shall be subject to the Memorandum and Articles of Association of the Transferee Company. The Equity Shares so issued shall rank pari passu in all respects with the existing shares and equity shares to be issued upon exercise of pending warrants and options in the Transferee Company.
- 6.3 The Equity shares, upon receipt of requisite approvals as maybe required, will be issued in dematerialised form, to the members of the Transferor Company, who shall have account with a depository participant and, shall provide details thereof and such other confirmations as may be required. It is only thereupon, that the Transferee Company shall issue and directly credit the demat securities account with the Shares as stated in Clause 6.1.1 above.
- 6.4 The Transferee Company shall apply to the relevant stock exchange for listing of the Equity shares that would be issued as Consideration under Clause 6.1.1 above.
- 6.5 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 is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Transferee Company as if the procedure laid down under Section 81(1 A) of the Act and any other applicable provisions of the Act were duly complied with.

7. ACCOUNTING TREATMENT

- 7.1 The Transferee Company shall account for the amalgamation of Transferor Company as per the Accounting Standard 14 - Accounting for Amalgamations (AS14) as stated in the Companies (Accounting Standards) Rules, 2006 and any amendments thereto. On the Scheme becoming effective, the accounting for merger will be done in accordance with the Pooling of Interest method referred to in Accounting Standard 14 - Accounting for Amalgamation (AS-14).
- 7.2 All assets, liabilities and reserves of the Transferor Company would be transferred to the Transferee Company under this Scheme and shall be recorded in the books of account of the Transferee Company at the values as appearing in the Books of Account of the Transferor Company.
- 7.3. Inter company deposits, loans, share application money and other balances and investments, if any, shall be cancelled and there shall be no further obligation/outstanding in that respect.
- 7.4. The difference, being the excess or shortfall between the assets, liabilities and reserves of the Transferor Company as transferred to the Transferee Company accounted as per clause 7.2 above, (after making adjustments for clause 7.3 above), and the consideration discharged as per clause 6.1 above, shall be adjusted against / transferred to General Reserves of the Transferee Company.
- 7.5. In case of any difference in accounting policy between the Transferee Company and the Transferor Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General 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, with effect from the Appointed Date.

- 7.6. Upon the Scheme becoming effective, the Transferee Company shall record in its books its immovable assets (including land and building), as the Board may consider necessary or relevant, at their respective fair values and the difference between the book value as on 1st April, 2009 and the fair value of such assets as on 1st April 2009 shall, without any further act, instrument or deed be credited at the discretion of the Board, to the General Reserve Account of the Transferee Company on 1st April 2009. Further, appropriate amounts, as decided by the Board, shall stand transferred to the Business Development Reserve Account, from the balance standing to the credit of the General Reserve account, after giving effect to the above, and Share Premium Account as on 1 April 2009.
- 7.7. For the preparation of standalone Financial Statements of the Transferee Company, Expenses as mentioned under clause 7.8 below, including expenses of the transferor company, incurred during the financial year ending 31st March 2010 would be adjusted, after adjusting for any tax effects (including current and deferred tax) thereon, as deemed fit by the Board, against the balance standing to the credit of the General Reserve Account. For the preparation of standalone Financial statements of the Transferee Company, the Business Development Reserve Account created herein above shall be available, for adjusting the Expenses mentioned under clause 7.8 below incurred on after 1 April 2010, after adjusting for any tax effects (including current and deferred tax) thereon, as and when deemed fit by the Board. Further, for the purposes of preparation of consolidated Financial Statement of the Transferee Company, an identical accounting treatment shall be followed as applicable. Further, amount which is credited to the Business Development Reserve Account as mentioned in clause 7.6 above / balance in General Reserve Account, may also be transferred to the stand alone and/or consolidated Profit and Loss Account of the Transferee Company, from time to time, to adjust the Expenses either in full or in part, as may be decided by the Board. It is hereby clarified that any Expenses so adjusted shall be deemed to be written off in the Financial Statements of the Transferee Company as per the Scheme. For the preparation of consolidated Financial Statements of the Transferee Company, Expenses incurred by the Subsidiary or Firm of the nature referred within clause 7.8 of this Scheme may also be adjusted, after adjusting for any tax effects (including current and deferred tax) thereon, in accordance with this Scheme as may be decided by the Board of the Transferee Company.
- 7.8. **"Expenses"** shall include, inter alia, any amounts to be written-off towards obsolete or unrealizable assets whether tangible or intangible or fixed or current; including write-off of debtors, stocks, loans and advances, any unrealizable loans and/or advances recoverable in cash or in kind, any impairments amortization and / or write-off of goodwill, any diminution in the value of investments (including investments in subsidiary companies and / or joint ventures), whether existing or occurring in future, consequent to accumulated losses of such subsidiaries/ and or joint ventures on consolidation in the Financial Statements of the Transferee Company, any expenses incurred whether capital or revenue in nature, whether in cash or kind, towards marketing, advertisement, sales promotion, and / or development of brands and research and development activities of the Transferee Company, any expenditure incurred in setting up an international company/joint venture of the Transferee Company, inter alia, to include set-up costs, marketing expenses or interest on acquisition finance etc., increase in depreciation on account of revaluation, cost towards implementation of this Scheme, any other expenses, impairments, write-offs and diminution to the extent identified and considered necessary by the Board of the Transferee Company from time-to-time. It is hereby clarified that Expenses shall mean such expenses as defined above, incurred on or after 1 April 2009. Further, Expenses shall also include such expenses as defined above, incurred by the Transferor Company, on or after 1 April 2009. For the purpose of this clause, if any issue/ question arises with respect to identification and/ or quantification of the nature and the amounts of Expenses, the decision/ clarification of the : Board of the Transferee Company shall be final.
- 7.9 As and when the Board of the Transferee Company determine that a part or whole of the balance remaining in Business Development Reserve Account is no longer required for adjusting Expenses of the nature referred within clause 7.8 of this Scheme, then such part or whole of the balance, so determined by the Board of the Transferee Company, shall be transferred to the General Reserves and shall be deemed to be a free reserve for all purposes under the provisions of the Act. Further, for the purpose of the consolidated Financial Statements, if prepared by the Transferee Company, an identical accounting treatment shall be followed as mentioned herein above,
- 7.10 To the extent the Share Premium Account is transferred to the "Business Development Reserve Account" as mentioned in Clause 7.6 above and its subsequent utilisation at an appropriate time as mentioned above, there shall be reduction of the Share Premium Account which shall be effected as an integral part of the Scheme itself and as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of paid- up share capital the provisions of Section 101 of the Act are not applicable and the order of the High Court sanctioning the Scheme shall also be deemed to, be an order under Section 102 of the Act confirming such reduction. The Transferee Company shall not be required to

add "and reduced" as a suffix to its name and that the Transferee Company shall continue in its existing name. Further, the utilization and reduction of Share Premium Account and the utilization of the Business Development Reserve Account as created in accordance with this Scheme shall not cause any prejudice to the creditors of the Transferee Company as the reduction/utilization does not involve either the diminution of any liability in respect of unpaid capital or the payment to any shareholder out of any paid up capital or no compromise or arrangement is contemplated with the creditors.

8. STAFF, WORKMEN & EMPLOYEES

- 8.1. On the scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the effective date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall not be less favorable than those applicable to them in the Transferor Company on the effective date.
- 8.2. The equitable interest in accounts/funds of the employees, staff and workmen whose services are transferred to the Transferee Company, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective trusts/funds of Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferee Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of Transferor Company.
- 8.3. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company

9. LEGAL PROCEEDINGS

- 9.1. If any suit, appeal or other legal proceedings of whatsoever nature by or against Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- 9.2. On and from the Effective Date, Transferee Company shall and may, if required, initiate any legal proceedings in relation to the business of the Transferor Company.

10. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

With effect from the Appointed Date and up to and including the Effective Date:

- 10.1. The Transferor Company shall carry on and be deemed to have carried on all their business and activities and shall stand possessed of all the assets, rights, title and Interest for and on account of and in trust for, the Transferee Company;
- 10.2. All profits and cash accruing to the Transferor Company, or expenditure or losses arising or Incurred by It (including the effect of taxes if any thereon), shall for all purposes, be treated as the profits cash, taxes or losses, as the case may be, of the Transferee Company;
- 10.3. All accretions and depletions to the Transferor Company shall be Cor and on account of the Transferee Company.
- 10.4. The Transferor Company shall not utilise the profits or income. If any, for the purpose of declaring or paying any dividend or Cor any other purpose, without the prior written consent of the Transferee Company.

11. CONDUCT OF BUSINESS

- 11.1. The Transferor Company will, from the Appointed Date upto and including the Effective Date, preserve and carry on the Business with reasonable diligence and prudence and agrees that it will not without the prior written consent of Transferee Company, alienate, charge or otherwise deal with or dispose of the Business or any part thereof or recruit new employees or vary or alter the terms and conditions of employment

of any of its employees (in each case except In the ordinary course of business), without the prior written consent of the Transferee Company.

11.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company.

11.3. With effect from the Effective Date, Transferee Company shall commence and carry on and shall be authorised to carry on the business carried on by the Transferor Company.

12. SAVING OF CONCLUDED TRANSACTION

The transfer of the entire business and undertakings of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.

13. WINDING UP

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up and without further acts by parties.

PART III - GENERAL TERMS AND CONDITIONS

14. APPLICATION TO HIGH COURT

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court for seeking sanction of this Scheme.

15. MODIFICATION OR AMENDMENTS TO THE SCHEME

15.1 The Transferor Company and the Transferee Company by their respective Board may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the High Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary desirable or appropriate by them (i.e. the Board). The Transferor Company and the Transferee Company by their respective Board be and are hereby authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

15.2. In the event of any of the conditions that may be imposed by the High Court or other authorities which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part of the Scheme. then Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme in whole or such part thereof and such withdrawal of a part of the Scheme will however not affect the other parts of the Scheme.

16. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The Scheme is conditional upon and subject to :

16.1. The approval by the respective requisite majorities of the members and/or creditors (where applicable) of the Transferor Company and the Transferee Company as required under the Act and the requisite orders of the High Court referred to in Clause 14 hereof being obtained;

16.2. The certified copy of the High Court order sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai; and such other sanctions and approvals as may be required by law In respect of this Scheme being obtained.

17. EFFECT ON NON-RECEIPT OF APPROVALS

In the event of this Scheme falling to take effect finally by 31st July 2010 or by such later date as may be agreed by the respective Boards of the Transferor Company and the Transferee Company, and which the Board of the Transferor Company and the Transferee Company are hereby empowered and authorized to agree and extend

the Scheme from time to time. without any limitation. this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or being incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own costs or shall bear costs as may be mutually agreed.

18. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferee Company and all concerned parties without any further act, deed, matter or thing.

19. COSTS

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

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 176 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION No. 103 OF 2010

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

AND

ARRANGEMENT

In the matter of Scheme of Amalgamation of Mac Oil Palm Limited with Ruchi Soya Industries Limited and their respective shareholders.

RUCHI SOYA INDUSTRIES LIMITED..... Petitioner Company

Authenticated copy of Order dated 7th May, 2010 and the Scheme Annexed to the Petition

M/S. Hemant Sethi & CO.

Advocates for Petitioner Company

HIGH COURT, BOMBAY

0235773

IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 308 OF 2010
CONNECTION WITH
COMPANY SUMMONS FOR DIRECTION NO. 188 OF 2010

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

And

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

And

In the matter of Scheme of Amalgamation of **Palm Tech India Limited** and **Ruchi Soya Industries Limited** and their respective shareholders

Ruchi Soya Industries Limited, a Company }
incorporated under the provisions of the Companies Act, }
1956 having its registered office at }
408, Tulsiani Chambers, Nariman Point, Mumbai - 400021 }

...Petitioner

Mr. Hemant Sethi i/b Hemant Sethi & Co. for the Petitioners.

Dr. Sadhana Mahashabde i/b Mr. S. K. Mohapatra for Regional Director.

CORAM : S.J. VAZIFDAR

DATE : 9th June 2010

P.C.

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956 to a Scheme of Amalgamation of Palm Tech India Limited and Ruchi Soya Industries Limited and their respective shareholders.
3. The Petition has been filed on behalf of the Transferee Company. The learned Counsel appearing for the Petitioner states that in so far as Transferor Company is concerned, the Petition has been filed before the Hon'ble Andhra Pradesh High Court and the same is pending for hearing and final disposal.
4. Counsel appearing on behalf of the Petitioner has further stated that the Petitioner has complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the rules made there under. Undertaking is accepted.
5. The Regional Director has filed an affidavit stating therein that the scheme does not appear to be prejudicial to the interest of the shareholders and public.
6. From the material on record, the Scheme appears to be fair and reasonable and Is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
7. Since all the requisite statutory compliances have been fulfilled, Company Petition is made absolute in terms of prayer clause (a).

8. The Petitioner to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay 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 sanctioning of the Scheme by the Andhra Pradesh High Court.
9. The Petitioner to pay costs of Rs.7500/- to the Regional Director. Costs to be paid within four weeks from today.
10. Filing and issuance of the drawn up order is dispensed with.
11. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S.J. VAZIFDAR J)

HIGH COURT, BOMBAY

0254526

csp308-10

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 308 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 188 OF 2010

Ruchi Soya Industries LtdPetitioner

Mr. Hemant Sethi i/b Hemant Sethi & Co. for the Petitioners.

CORAM : S.J. VAZIFDAR J.

DATE : 20th July 2010

P.C.

1. Mentioned, not on board.
2. The date of the order is corrected to read "9th July, 2010" instead of "9th June, 2010".
3. In paragraph 9 of the order, the costs of Rs. 7500/- are substituted with "Rs. 10,000/-".

**SCHEME OF AMALGAMATION AND ARRANGEMENT UNDER SECTIONS 391-394 OF THE
COMPANIES ACT 1956 BETWEEN**

PALM TECH INDIA LIMITED

WITH

RUCHI SOYA INDUSTRIES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

This Scheme of Amalgamation is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956, for the transfer and merger of Palm Tech India Limited with Ruchi Soya Industries Limited.

This Scheme of Amalgamation is divided into the following parts:-

Part I deals with the definitions of the terms used in this Scheme, Objects and the Share Capital of Ruchi Soya Industries Limited and Palm Tech India Limited;

Part II deals with the Amalgamation of Palm Tech India Limited with Ruchi Soya Industries Limited.

Part III deals with the General Terms and Conditions.

PART I - DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

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

- 1.1 **"Act"** means the Companies Act, 1956 and shall include any statutory modification, re-enactment of amendment thereof for the time being in force.
- 1.2 **"Appointed Date"** For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means 01 April, 2009.
- 1.3 **"Board"** means the Board of Directors of the Transferor Company/Transferee Company or any committee thereof duly constituted or appointed by the Board for this purpose
- 1.4 **"Effective Date"** means the date on which the authenticated/certified copies of the Order of the High Court of Judicature at Bombay and High Court of Andhra Pradesh at Hyderabad sanctioning the Scheme and filed with the Registrar of Companies at Mumbai, Maharashtra and with the Registrar of Companies, Andhra Pradesh, Hyderabad which ever is later.
- 1.5 **"High Court"** means the High Court of Judicature at Bombay and High Court of Judicature of Andhra Pradesh at Hyderabad and shall include the National Company Law Tribunal, if applicable.
- 1.6 **"Palm Tech" or "Transferor Company"** means Palm Tech India Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at H. No. 5-1-61, 1st Floor, Surya Rao Peta, Main Road, Kakinada, Andhra Pradesh, India - 533001 and includes: -
 - 1.6.1 any and all immovable property, including land, buildings, movable assets including plant, machinery and equipments, whether leased or otherwise, any and all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the immovable properties whether leasehold or otherwise comprised in its business together with all present and future liability including contingent liabilities and debts appertaining to its business, as per the records of Palm Tech;
 - 1.6.2 any, other property or assets, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, owned, held, used or otherwise enjoyed by Palm Tech;
 - 1.6.3 any and all permits, quotas, rights, approvals, consents, entitlements, licences, tenancies, trademarks, patents, copyrights, privileges and benefits of all contracts, agreements and all other rights, whether available as on date or vested in future, including, lease rights, licences, exemptions, tax benefits, concessions, subsidies and other beneficial interests, powers and facilities of every kind and description of whatsoever nature, appertaining to its business, as per the records of Palm Tech;

- 1.6.4 any and all debts, borrowings and liabilities, present or future, whether secured or unsecured, pertaining to the business, as per the records of Palm Tech;
- 1.6.5 any and all permanent, temporary daily rated casual, and contractual employees of Palm Tech engaged in or in relation to its business at their respective offices branches, factories, depots or otherwise at their current terms and conditions as per the records of Palm Tech;
- 1.6.6 any and all earnest monies and / or security deposits, or other entitlements in connection with or relating to its business, as per the records of Palm Tech;
- 1.6.7 any and all investments, current assets, funds, and loans and advances including accrued interest, in connection with or relating to its business, as per the records of Palm Tech; and
- 1.6.8 All records, files, papers, documents, process information, computer programs, manuals, data, catalogues, quotations, internal control information / material, technical know how, present and prospective list of customers and suppliers, customer credit information, customer pricing information, books of accounts and other supporting data, documents, invoices etc. and all other records whether in physical or electronic form, pertaining to the business of Palm Tech.
- 1.7. **"Record Date"** means the date to be fixed by the Board of Directors of the Transferor Company for the purpose of reckoning names of the equity shareholders of the Transferor Company, who shall be entitled to receive shares of the Transferee Company upon coming into effect of this Scheme as specified in Clause 1.4 of this Scheme.
- 1.8. **"Ruchi Soya" or "Transferee Company"** means Ruchi Soya Industries Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai-400021.
- 1.9. **"Scheme" or "the Scheme"** means this Scheme of Amalgamation in its present form submitted to the High Court or any other appropriate authority.

Any references in the Scheme to "upon the scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. SHARE CAPITAL

- 2.1. The Share Capital of Ruchi Soya as per the latest audited financial statements as on 31st March, 2009 was as under:

Particulars	Amount in Rupees
Authorised :	
27,50,00,000 Equity Shares of Rs. 2/- each	55,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each	65,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
18,87,90,060 Equity Shares of Rs. 2/- each fully paid-up	37,75,80,120
45,24,285 4% Cumulative Redeemable Preference Shares of Rs.100/- each fully paid up	45,24,28,500
Total	83,00,08,620

As on the date of this Scheme being approved by the Board of Directors of the Transferee Company, the authorised, issued, subscribed and paid-up share capital is as under :

Particulars	Amount in Rupees
Authorised Capital:	
50,00,00,000 Equity Shares of Rs. 2/- each	1,00,00,00,000
20,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each	20,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
24,17,34,860 Equity Shares of Rs. 2/- each fully paid-up	48,34,69,720

2.2. The Share Capital of Palm Tech as per the latest audited financial statements as on 31 March 2009 is as under:

Particulars	Amount in Rupees
Authorised Capital:	
6,000,000 Equity Shares of Rs. 10/- each	60,000,000
1,900,000 Cumulative Redeemable Preference Shares of Rs.100/- each	190,000,000
Total	250,000,000
Issued, Subscribed and Paid-up :	
5,350,000 Equity Shares of Rs. 10/- each fully paid-up	53,500,000
Total	53,500,000

As on the date of the Scheme being approved by the Board of the Transferor Company, the authorised, issued, subscribed and paid-up equity share capital is as under.

Particulars	Amount in Rupees
Authorised Capital:	
30,000,000 Equity Shares of Rs. 2/- each	60,000,000
1,900,000 Cumulative Redeemable Preference Shares of Rs.100/- each	190,000,000
Total	250,000,000
Issued, Subscribed and Paid-up :	
26,750,000 Equity Shares of Rs. 2/- each fully paid-up	53,500,000
Total	53,500,000

3. OBJECT AND RATIONALE OF THIS SCHEME

- 3.1. The Transferee Company is inter alia engaged in the business of processing, refining and marketing of edible oils, in India, including palm oil.
- 3.2. The Transferor Company is inter alia engaged in the business of developing oil palm and processing fresh fruit bunches of palm for oil extraction, in India.
- 3.3. In order to bring about better synergies, strengthening the existing palm business, de-risking the business from an operational, geographical and product perspective, for expansion of business, the Transferee Company proposes to acquire the business of the Transferor Company, pursuant to this Scheme. In lieu thereof, the Transferee Company would discharge the consideration to the shareholders of the Transferor Company as per the terms stated herein.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or in terms of this Scheme, shall be effective from the Appointed Date, but shall be operative from the Effective Date.

PART II - AMALGAMATION OF PALM TECH INTO RUCHI SOYA

5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY

- 5.1. With effect from the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets, whether moveable or immoveable, tangible or intangible, balance in bank, cash or investments and other assets of whatsoever nature such as licenses, permits, approvals, lease, tenancy rights, letter of intents, permissions under income tax and/or any other statutes, incentives if any and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and / or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- 5.2. All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
- 5.3. In respect of movable assets, other than those specified in sub-clause 5.2 above, the same shall, without further act, instrument or deed, be transferred and/ or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and the Transferor Company shall give notice in such form as it deems fit to such persons, that pursuant to the Order of the High Court, the said asset would be paid or made good to or held on account of, the Transferee Company, and the rights of the Transferor Company will vest with the Transferee Company upon this Scheme becoming effective.
- 5.4. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the period on or upto the Effective Date, shall, pursuant to the Orders of the High Court or such other competent authority as may be applicable under Section 394 and other applicable provisions of the Act or without any further act or deed, be 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, contingent liability duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

The Transferee Company, may, anytime after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favor of secured creditors of the Transferor Company, or in favor of any other party with which the Transferor Company has a contract or arrangement, or give any such writings, as may be necessary, to give effect to the above.
- 5.5. It is hereby clarified that all assets and liabilities of the Transferor Company shall be transferred at values appearing in the books of account of the Transferor Company as on the Appointed Date which are set forth in the closing balance sheet of the Transferor Company as of the close of business hours on the date immediately preceding the Appointed Date.
- 5.6. Part II of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/ are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will however not affect the other parts of the Scheme.
- 5.7. The Transferor Company and the transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- 5.8. The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any created by the Transferor Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Transferor Company or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they relate or attached prior to the Effective Date and as are transferred to the Transferee

Company, and such Encumbrances shall not relate or attach to any of the other assets, of the Transferee Company.

5.9. Subject to the other provisions of the Scheme," all contracts, including contracts for tenancies and licenses, deeds, bonds, Licences/Agreements for allotment of command area for development of palm plantation with State Government s), agreements and other instruments of whatsoever nature to which the Transferor Company is a part), or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings, endorsements or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

5.10 The entitlement to various benefits under incentive schemes and policies in relation to the Transferor Company shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not limited to) income-tax, sales tax exemption / deferment, value added tax, turnover tax, excise duty, service tax, customs and other incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional liabilities or expenses whatsoever.

Any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, State Value Added Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (herein referred to as 'Tax Laws') allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation/ duties / levies account including advance income tax and Tax Deducted at Source ('TDS') as on the Appointed Date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

5.12. Any refund/ credit under Tax Laws due to the Transferor Company consequent to the assessments made on the 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.

5.13. All taxes (including income tax, sales tax, excise duty, service tax, VAT etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business 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, sales tax, excise duty, custom duty, income tax, service tax, VAT 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 operations of the business after 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.

5.14. Without prejudice to the generality of the forgoing,

5.14.1 On and from the Appointed Date, if any certificate for Tax Deducted at Source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.

5.14.2 On and from the Appointed Date, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Transferor Company, if any, shall stand transferred to and vested in the Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The liabilities of the Transferor Company as on the Appointed Date shall stand transferred to and vested in the Transferee Company save otherwise in respect of the liabilities which were met by the Transferor Company during the period between Appointed Date and Effective Date, which shall be construed to have been met by the Transferee Company as if the transaction giving rise to the said liability was a transaction carried out by the Transferee Company.

5.15. Upon the Scheme being finally effective, the Authorised Capital of Transferor Company will get merged with that of the Transferee Company without payment of additional fees and duties as the said fees have already been paid and the Authorised Capital of the Transferee Company will be increased to that effect by just filing requisite forms. The resolution approving the Scheme shall be deemed to be the approval of increase and reclassification in the Authorised Share Capital of the Transferee Company under Section 94 and other applicable provisions of the Act. The Clause V of the Memorandum of Association of the Transferee Company relating to the Authorised Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 16,31,94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

V "The Authorised Share Capital of the Company is Rs. 1,55,05,00,000/- (Rupees One Hundred Fifty Five Crores and Five Lakhs Only) divided into 58,02,50,000 (Fifty Eight- Crores Two Lakhs Fifty Thousands Only-) Equity Shares of Rs.2A each and 39,00,000 (Thirty Nine Lakhs Only) Cumulative Redeemable Preference Shares of Rs. 100/- each.

It is hereby clarified that the above stated Authorised Share Capital includes the alteration as per the Scheme of Amalgamation and Arrangement between the Transferee Company, Mac Oil Palm Limited and their respective shareholders filed as per Company Summons for Direction No. 103 before the Bombay High Court, Maharashtra on 29th January, 2010.

6. CONSIDERATION

- 6.1 The Transferee Company shall, upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the entire undertaking of the Transferor Company, issue and allot, to the members of the Transferor Company, whose names appear in the Register of Members as on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title, as may be recognized by the Board of Directors, in the following manner:
- 6.2 19 equity shares of Rs. 2/- each of the Transferee Company would be issued for every 25 equity shares of Rs. 10/- each held by shareholders of Transferor Company.
- 6.3 The Board of the Transferee Company shall consolidate all fractional entitlement(s), if any, arising merger of Palm Tech and allot Equity Shares in lieu thereof to a director or an officer of the Transferee Company or such other person as the Board of the Transferee Company shall appoint in this behalf who shall hold the Equity Shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such directors) or officer(s) or person(s) shall sell the same at such time or times and at such price or prices to such person or persons, as it/he/they may deem fit, and pay to the Transferee Company, the net sale proceed thereof, whereupon the Transferee Company shall distribute such net sale proceeds subject to taxes, if any, to these members in proportion to their respective fractional entitlements.
- 6.4 In so far as the issue of shares pursuant to 6.1 above is concerned, each of the members holding shares in physical (certificate) form shall have the option, exercisable by notice in writing by them to the Transferee Company on or before such date as may be determined by the Board of the Transferee Company or a committee of such Board, to receive, either in physical form or in dematerialized form, the shares of the Transferee Company in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members, the shares of the Transferee Company shall be issued to such members in physical form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations and documentation as may be required. It is only thereupon that the Transferee Company shall issue and directly credit the dematerialized securities account of such member with the shares of the Transferee Company. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of the Transferee Company by the National Securities Depository Limited and / or Central Depository Services Limited on the Record Date.
- 6.5 The Equity Shares in the Transferee Company to be issued to the members of the Transferor Company pursuant to Clause 6.1 above shall be subject to the Memorandum and Articles of Association of the Transferee Company. The Equity Shares so issued shall rank pari passu in all respects with the existing shares and equity shares to be issued upon exercise of pending warrants and options in the Transferee Company.
- 6.6 The Transferee Company shall apply to the relevant stock exchange(s) for listing of the Equity shares that would be issued as Consideration under Clause 6.1. above.

- 6.7 The issue and allotment of Equity Shares in the Transferee Company, by, the Transfree Company to the shareholders of the Transferor Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Transferee Company as if the procedure laid down under Section 81 (IA) of the Act and any other applicable provisions of the Act were duly complied with.

7. ACCOUNTING TREATMENT

- 7.1. The Transferee Company shall account for the amalgamation of Transferor Company as per the Accounting Standard 14-Accounting for Amalgamations (ASM) as stated in the Companies (Accounting Standards) Rules, 2006 and any amendments thereto. On the Scheme becoming effective, the accounting for merger will be done in accordance with the Pooling of Interest method referred to in Accounting Standard 14 - Accounting for Amalgamation (AS-14).
- 7.2. All assets liabilities and reserves of the Transferor Company shall be transferred to the Transferee Company under this Scheme and shall be recorded in the books of account of the Transferee Company at the values as appearing in the Books of Account of the Transferor Company.
- 7.3. Inter company deposits, loans, share application money and other balances and investments, if any, between the Transferor and Transferee Company shall be cancelled and there shall be no further obligation/outstanding in that respect.
- 7.4. The difference, being the excess or shortfall between the assets, liabilities and reserves of the Transferor Company as transferred to (he Transferee Company accounted as per clause 7.2 above, (after making adjustments for clause 7.3 above), and the consideration discharged as per clause 6.1 above, shall be adjusted against / transferred to General "Reserves of the Transferee Company.
- 7.5. "In case of any difference in accounting policy between the Transferee Company and the Transferor Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the Financial Statements of the Transferee Company reflect the financial positions on the basis of consistent accounting policy wity effect from the Appointed date.

8. STAFF, WORKMEN & EMPLOYEES

- 8.1. On the scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the effective date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with Transferee Company shall not be less favorable than those applicable to them in the Transferor Company on the effective date.
- 8.2 The equitable interest in accounts/funds of the employees, staff and workmen whose services are transferred to the Transferee Company, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective trusts/funds of Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferee Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of Transferor Company.
- 8.3. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

9. LEGALPROCEEDINGS

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

9.2. On and from the Effective Date, Transferee Company shall and may, if required, initiate any legal proceedings in relation to the business of the Transferor Company.

10. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

With effect from the Appointed Date and up to and including the Effective Date:

- 10.1. The Transferor Company shall carry on and be deemed to have carried on all their business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of and in trust for, the Transferee Company;
- 10.2. All profits and cash accruing to the Transferor Company, or expenditure or losses arising or incurred by it (including the effect of taxes if any thereon), shall for all purposes, be treated as the profits/ cash, taxes or losses, as the case maybe, of the Transferee Company;
- 10.3. All accretions and depletions to the Transferor Company shall be for and on account of the Transferee Company.
- 10.4. The Transferor Company shall not utilise the profits or income, if any, for the purpose of declaring or paying any dividend or for any other purpose, without the prior written consent of the Transferee Company.

11. CONDUCT OF BUSINESS

- 11.1. The Transferor Company will, from the Appointed Date up to and including the Effective Date, preserve and carry on the business with reasonable diligence and prudence and agrees that it will not, without the prior written consent of Transferee Company, alienate, charge or otherwise deal with or dispose of the business or any part thereof or recruit new employees or vary or alter the terms and conditions of employment of any of its employees (in each case except in the ordinary course of business), without the prior written consent of the Transferee Company.
- 11.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company.
- 11.3. With effect from the Effective Date, Transferee Company shall commence and carry on and shall be authorised to carry on the business carried on by the Transferor Company.

12. SAVING OF CONCLUDED TRANSACTION

The transfer of the entire business and undertakings of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company, shall not affect any contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.

13. WINDING UP

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up and without further acts by parties.

PART III - GENERAL TERMS AND CONDITIONS

14. APPLICATION TO HIGH COURT

The Transferor Company and the Transferee Company shall, with all reasonable dispatch make necessary applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court for seeking sanction of this Scheme.

15. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 15.1. The Transferor Company and the Transferee Company by their respective Board "may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the High Court and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board). The Transferor Company and the Transferee Company by their respective Board be and are hereby authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any

other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

15.2. In the event of any of the conditions that may be imposed by the High Court or other authorities which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part of the Scheme, then Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme in whole or such part thereof and such withdrawal of a part of the Scheme will however not affect the other parts of the Scheme.

16. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is conditional upon and subject to:

16.1. The approval by the respective requisite majorities of the members and/or creditors (where applicable) of the Transferor Company and the Transferee Company as required under the Act and the requisite orders of the High Court referred to in Clause 14 hereof being obtained;

16.2. The certified copy of the High Court order(s) sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai and Registrar of Companies, Andhra Pradesh at Hyderabad; and such other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

17. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of this Scheme failing to take effect finally by 31 December, 2010 or by such later date as may be agreed by the respective Boards of the, Transferor Company and the Transferee Company, and which the Board of the Transferor Company and the Transferee Company are hereby empowered and authorized to agree and extend the Scheme from time to time; without any limitation, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or being incurred inter se by the parties or their shareholders or creditors or employee or any other person. In such case each company shall bear its own costs or shall bear costs as may be mutually agreed.

18. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferee Company and all concerned parties without any further act, deed, matter or thing.

19. COSTS

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

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 308 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION 188 OF 2010

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

AND

In the matter of Scheme of Amalgamation of Palm Tech India Limited with Ruchi Soya Industries Limited and their respective shareholders.

RUCHI SOYA INDUSTRIES LIMITED..... Petitioner

Authenticated copy of Order dated 9th July, 2010 and the Scheme Annexed to the Petition

M/S. Hemant Sethi & CO.

Advocates for Petitioner Company

HIGH COURT, BOMBAY

0365042

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 602 OF 2010

CONNECTION WITH

COMPANY SUMMONS FOR DIRECTION NO. 627 OF 2010

Sunshine Oleochem Limited.....Petitioner/Transferor Company

AND

COMPANY SCHEME PETITION NO 664 OF 2010

CONNECTION WITH

COMPANY SUMMONS FOR DIRECTION NO 628 OF 2010

Ruchi Soya Industries Limited....Petitioner/Transferee Company

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

And

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

And

In the matter of Scheme of Amalgamation and "Arrangement of Sunshine Oleochem Limited and Ruchi Soya Industries Limited and their respective shareholders

Mr. Hemant Sethi I/B Hemant Sethi & Co. for the Petitioners.

Mr. P. Rama Rao, Official Liquidator in Company Petition Nos. 602 of 2010

Mrs. Purnima Avasthi and Mrs. Jyotsna Pandhi I/ B Mr. H. P. Chaturvedi for Regional Director in both the petitions.

CORAM : S.J. VAZIFDAR, J

DATE : 16th December 2010

1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Sections 391 to 394 read with Section 78 and Section 100 to 103 of the Companies Act, 1956 to a Scheme of Amalgamation and Arrangement of Sunshine Oleochem Limited and Ruchi Soya Industries Limited and their Respective Shareholders.
3. Counsel appearing on behalf of the Petitioners has stated that the Petitioners have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioners undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the rules made there under." Undertaking is accepted.
4. The Regional Director has "Filed an affidavit-and has observed in paragraph 5(-vii), that the Transferor Company and/or its VI Directors have not contravened any provisions of the Companies Act, 1956 during the last three years, save and except violation of section 383A and 269 of the Act. It is further stated that the Scheme does not appear to be prejudicial to the interest of the shareholders and public. The Counsel appearing for the transferor Company states that necessary applications for compounding have been filed with the Registrar of Companies on 15th November 2010.
5. The Official Liquidator or has filed a report in Company Scheme Petition No. 602 of 2010 stating therein that the affairs of the Transferor Company has been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved.

6. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. No other party concerned has come forward to oppose the Scheme.
7. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition Nos. 602 of 2010 and Company Scheme Petition No 664 of 2010 are made absolute in terms of prayer clause (a).
8. The Petitioner Companies' to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High- Court (O.S.) Bombay. with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on % same within 60 from stamp duty payable, if any, on the same within 60 days from the date of order.
9. The petition in both company scheme petition to pay costs of Rs. 10,000/- each to the Regional Director . The Petitioner in Company Scheme Petition Nos. 602 Of 2010 to pay sum of Rs. 10,000/- to the Official Liquidator.
10. Costs to be paid within four weeks from today.
11. Filing and issuance of the drawn up order is dispensed with.
12. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S.J.VAZIFDAR.J)

**SCHEME OF AMALGAMATION AND ARRANGEMENT UNDER SECTIONS 391-394 OF THE
COMPANIES ACT 1956 BETWEEN**

SUNSHINE OLEOCHEM LIMITED

WITH

RUCHI SOYA INDUSTRIES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

This Scheme of Amalgamation and Arrangement is presented under Sections 391 to 394 read with Section 78 and 100 to 103 and other applicable provisions of the Companies Act, 1956, for the transfer and merger of Sunshine Oleochem Limited with Ruchi Soya Industries Limited.

This Scheme of Amalgamation and Arrangement is divided into the following parts :-

Part I deals with the definitions of the terms used in this Scheme, Objects and the Share Capital of Ruchi Soya Industries Limited and Sunshine Oleochem Limited

Part II deals with the Amalgamation of Sunshine Oleochem Limited into Ruchi Soya Industries Limited

Part III deals with the General Terms and Conditions

PART I - DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

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

- 1.1 "**Act**" means the Companies Act, 1956 and shall include any statutory modification, re-enactment or amendment thereof for the time being in force.
- 1.2 "**Appointed Date**" For the purpose of this scheme and for income tax Act, 1961, the "**Appointed Date**" means 1 July 2010.
- 1.3. "**Board**" means the Board of Directors of the Transferor Company / Transferee Company or any committee thereof duly constituted or appointed by the Board for this purpose
- 1.4 "**Effective Date**" means the date on which the authenticated/certified copies of the Order of the High Court of Judicature at Bombay sanctioning the Scheme are filed with the Registrar of Companies at Mumbai, Maharashtra.
- 1.5. "**High Court**" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable.
- 1.6. "**Sunshine**" or "**Transferor Company**" means Sunshine Oleochem Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 706, Tulsiani Chamber, Nariman Point, Mumbai 400 021 and includes: -
 - 1.6.1. any and all immovable property, including land, buildings, movable assets including plant, machinery and equipments, whether leased or otherwise, any and all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the immovable properties whether leasehold or otherwise comprised in its business together with all present and future liability including contingent liabilities and debts appertaining to its business, as per the records of Sunshine;
 - 1.6.2. any other property or assets, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent, owned, held, used or otherwise enjoyed by Sunshine;
 - 1.6.3. any and all permits, quotas, rights, approvals, consents, entitlements, licenses, tenancies, trademarks, patents, copyrights, privileges and benefits of all contracts, agreements and all other rights, whether available as on date or vested in future, including, lease rights, licenses, exemptions, tax benefits, concessions, subsidies and other beneficial interests, powers and facilities of every kind and description of whatsoever nature, appertaining to its business, as per the records of Sunshine;

- 1.6.4. any and all debts, borrowings and liabilities, present or future, whether secured or unsecured, pertaining to the business, as per the records of Sunshine;
- 1.6.5. any and all permanent, temporary daily rated casual, and contractual employees of Sunshine engaged in or in relation to its business at their respective offices, branches, factories, depots or otherwise at their current terms and conditions as per the records of Sunshine;
- 1.6.6. any and all earnest monies and / or security deposits, or other entitlements in connection with or relating to its business, as per the records of Sunshine;
- 1.6.7. any and all investments, including warrants in the Transferee Company, current assets, funds, and loans and advances including accrued interest, in connection with or relating to its business, as per the records of Sunshine;
- 1.6.8. All records, files, papers, documents, process information, computer programs, manuals, data, catalogues, quotations, internal control information / material, technical knowhow, present and prospective list of customers and suppliers, customer credit information, customer pricing information, books of accounts and other supporting data, documents, invoices etc. and all other records whether in physical or electronic form, pertaining to the business of Sunshine.
- 1.7. **"Record date"** means the date to be fixed by the Board of Directors of the Transferor Company for the purpose of reckoning names of the equity and preference shareholders of the Transferor Company, who shall be entitled to receive shares of the Transferee Company upon coming into effect of this Scheme as specified in Clause 1.4 of this Scheme
- 1.8. **"Ruchi Soya" or "Transferee Company"** means Ruchi Soya Industries Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 408, Tulsiani Chambers, Nariman Point, Mumbai 400 021
- 1.9. **"Scheme" or "the Scheme"** means this Scheme of Amalgamation and Arrangement in its present form submitted to the High Court or any other appropriate authority

2. SHARE CAPITAL

- 2.1. The Share Capital of Ruchi Soya as per the latest audited financial statements as on 31 March 2009 was as under:

Particulars	Amount in Rupees
Authorised :	
27,50,00,000 Equity Shares of Rs. 2/- each	55,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each	65,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
18,87,90,060 Equity Shares of Rs. 2/- each fully paid-up	37,75,80,120
45,24,285 4% Cumulative Redeemable Preference Shares of Rs.100/- each fully paid up	45,24,28,500
Total	83,00,08,620

As on the date of this Scheme being approved by the Board of Directors'of the Transferee Company, the authorised, issued, subscribed and paid-up share capital is as under:

Particulars	Amount in Rupees
Authorised Capital:	
27,50,00,000 Equity Shares of Rs 2/- each	55,00,00,000
65,00,000 Cumulative Redeemable Preference Shares of Rs 100/-each	65,00,00,000
Total	120,00,00,000
Issued, Subscribed and Paid-up :	
26,28,88,860 Equity Shares of Rs.2/- each	52,57,77,720

The Transferee Company had issued 7,00,00,000 warrants on a Preferential basis pursuant to special resolution passed by the members of the Company at their Extra-Ordinary General -Meeting held in June 2009 which are

convertible into equivalent number of equity shares of the Transferee Company . Out of the same, 4,39,00,000 warrants have been exercised and the balance 2,61,00,000 warrants are pending conversion. Currently, the Transferor Company holds 1,36,00,000 warrants in the Transferee Company which are pending conversion.

2.2. The Share Capital of Sunshine as per the latest audited financial statements as on 31 March 2009 is as under:

Particulars	Amount in Rupees
Authorised Capital:	
80,00,000 Equity Shares of Rs 10/- each	8,00,00,000
12,00,000 Cumulative Redeemable Preference Shares of Rs 100/- each	12,00,00,000
Total	20,00,00,000
Issued, Subscribed and Paid-up :	
78,02,000 Equity Shares of Rs 10/- each fully paid-up	7,80,20,000
11,46,740 6% Redeemable Cumulative Preference Shares of Rs. 100/- each	11,46,74,000
Total	19,26,94,000

As on the date of the Scheme being approved by the Board of the Transferor Company, the authorised, issued, subscribed and paid-up equity share capital is as under.

Particulars	Amount in Rupees
Authorised Capital:	
43,00,00,000 Equity Shares of Rs. 2/- each	86,00,00,000
1,200,000 Cumulative Redeemable Preference Shares of Rs.100/- each	12,00,00,000
Total	98,00,00,000
Issued and Subscribed :	
27,70,10,000 Equity Shares of Rs. 2/- each fully paid-up	55,40,20,000
11,46,740 6% Redeemable Cumulative Preference Shares of Rs. 100/- each	11,46,74,000
Total	66,86,94,000
Called up and Paid up Capital :	
27,70,10,000 Equity Shares of Rs 2/- each fully paid-up	19,70,20,000
(Rs. 2/- per share called and paid on 3,90,10,000 shares and Re.0.50 called and paid on balance 23,80,00,000 shares)	
7,00,000 6% Redeemable Cumulative Preference Shares of Rs. 100/- each	7,00,00,000
Total	26,70,20,000

The Transferor Company shall prior to the Scheme coming into effect, call for the balance unpaid amounts on all shares subscribed. Further, convertible warrants held by the Transferor Company in the Transferee Company, shall be converted into equivalent number of equity shares on exercise of such warrants (exercise price being Rs. 35 per warrant). 25% of the exercise price of the warrants has already been paid and the balance 75% of the exercise price is payable on exercise of conversion of such warrants.

Of the current 7,00,000 6% Redeemable Cumulative Preference Shares of Rs. 100 each outstanding in the Transferor Company, 5,00,000 6% Redeemable Cumulative Preference Shares of Rs. 100 each are held by the Transferee Company.

3. OBJECT AND RATIONALE OF THIS SCHEME

3.1. The Transferee Company is inter alia engaged in the business of processing, refining and marketing of edible oils, vanaspati, bakery fats, soya foods and soaps. The products and by-products of the production process are currently used as raw materials for manufacturing soaps and related products.

3.2. The Transferor Company is inter alia engaged in the business of toilet soap, soap noodles, fatty acid, glycerine and related products and utilizes products/by-products of the Transferee Company in its manufacturing processes.

- 3.3. In order to rationalize the production cycle process of the Transferee Company, value enhancement of the by-products of the Transferee Company, improve its market visibility and brand visibility by attracting larger public audience, de-risking the business from an operational perspective and improving its presence in the Fast Moving Consumer Goods business, the Transferee Company proposes to acquire the business of the Transferor * Company, pursuant to this Scheme. In lieu thereof, the Transferee Company would discharge the consideration to the shareholders of the Transferor Company as per the terms stated herein.

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or in terms of this Scheme, shall be effective from the Appointed Date, but shall be operative from the Effective Date.

PART II- AMALGAMATION OF SUNSHINE INTO RUCHI SOYA

5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY

- 5.1 With effect from the Appointed Date, the entire business and whole of the undertakings of the Transferor Company including all its properties and assets, whether moveable or immovable, tangible or intangible, balance in bank, cash, investments in instruments such as shares, bonds, warrants etc and other assets of whatsoever nature such as licenses, permits, approvals, lease, tenancy rights, letter of intents, permissions, income tax and/or any other statutes, incentives if any and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date be transferred and / or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- 5.2 All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
- 5.3. In respect of movable assets, other than those specified in sub-clause 5.2 above, the same shall without further act, instrument or deed, be transferred and/ or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and the Transferor Company shall give notice in such form as it deems fit to such persons, that pursuant to the Order of the High Court, the said asset would be paid or made good to or held on account of, the Transferee Company, and the rights of the Transferor Company will vest with the Transferee Company upon this Scheme becoming effective.
- 5.4. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the period on of upto the Effective Date, shall, pursuant to the Orders of the High Court or such other competent authority as may be applicable under Section 394 and other applicable provisions of the Act and without any further act or deed, be 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, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.
- The Transferee Company, may, anytime after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favor of secured creditors of the Transferor Company, or in favor of any other party with which the Transferor Company has a contract or arrangement, or give any such writings, as may be necessary, to give effect to the above.
- 5.5 It is hereby clarified that all assets and liabilities of the Transferor Company shall be transferred at values appearing in the books of account of the Transferor Company as on the Appointed Date which are set forth in the closing balance sheet of the Transferor Company as of the close of business hours on the date immediately preceding the Appointed Date.
- 5.6 Part II of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/ are

inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will however not affect the other parts of the Scheme.

- 5.7 The Transferor Company and the transfer and vesting of the assets comprised in the Transferor Company to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- 5.8 The existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or those, if any created by the Transferor Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Transferor Company or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they relate or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets, of the Transferee Company.
- 5.9 Subject to the other provisions of the Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings, endorsements or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on part of the Transferor Company to give effect to the provisions of this Scheme.
- 5.10. The entitlement to various benefits under incentive schemes and policies in relation to the Transferor Company shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not limited to) income-tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs and other and incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such Benefits under such incentive scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional liabilities or expenses whatsoever.
- 5.11. Any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, State Value Added Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (herein referred to as 'Tax Laws') allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation/ duties / levies account including advance income tax and Tax Deducted at Source ('TDS') as on the Appointed Date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 5.12. Any refund/ credit under Tax Laws due to the Transferor Company consequent to the assessments made on the 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.
- 5.13. All taxes (including income tax, sales tax, excise duty, service tax, VAT etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business 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, sales tax, excise duty, custom duty, income tax, service tax, value added 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 operations of the business after 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.
- 5.14. Without prejudice to the generality of the forgoing,

- 5.14.1. On and from the Appointed Date, if any certificate for Tax Deducted at Source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.
- 5.14.2. On and from the Appointed Date, benefit of all balances relating to CENVAT or Service Tax or Value Added Tax being balances pertaining to the Transferor Company, if any, shall stand transferred to and vested in the Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The liabilities of the Transferor Company as on the Appointed Date shall stand transferred to and vested in the Transferee Company save otherwise in respect of the liabilities which were met by the Transferor Company during the period between Appointed Date and Effective Date, which shall be construed to have been met by the Transferee Company as if the transaction giving rise to the said liability was a transaction carried out by the Transferee Company.
- 5.15. Upon the Scheme being finally effective, the Authorised Capital of Transferor Company will get merged with that of the Transferee Company without payment of additional fees and duties as the said fees have already been paid and the Authorised Capital of the Transferee Company will be increased to that effect by just filing requisite forms. The resolution approving the Scheme shall be deemed to be the approval of increase and reclassification in the Authorised Share Capital of the Transferee Company under Section 94 and other applicable provisions of the Act. The Clause V of the Memorandum of Association of the Transferee Company relating to the Authorised Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:
- V "The Authorised Share Capital of the Company is Rs. 253,05,00,000/- (Rupees Two Hundred and Fifty Three Crores and Five Lakhs Only) divided into 101,02,50,000 (One Hundred and One Crore Two Lakh Fifty Thousand) Equity Shares of Rs.2/- each and 51,00,000 (Fifty One Lakh) Cumulative Redeemable Preference Shares of Rs 100/- each.
- It is hereby clarified that the above stated Authorised Share Capital includes the alteration as per the Scheme of Amalgamation and Arrangement between the Transferee Company and Mac Oil Palm Limited and the Scheme of Amalgamation between the Transferee Company and Palm Tech India Limited and their respective shareholders filed in the respective jurisdictional High Courts.

6. CONSIDERATION

- 6.1 Upon receipt of the certified / authenticated copy of the High Court order sanctioning this Scheme under Section 391-394 of the Companies Act and before filing the same with the Registrar of Companies, Maharashtra at Mumbai, the Transferor Company, as part of the Scheme, shall exercise any balance warrants it holds in the Transferee Company and the Transferee Company shall accordingly issue equal number of equity shares to the Transferor Company. The equity shares to be issued pursuant to the exercise of warrants, pursuant to this Scheme, shall be an integral part of this Scheme. These shares to be issued along with the shares already held by the Transferor Company, if any will be dealt with in the merger process in the manner as specified in clause 6.2 below
- 6.2 Upon the Scheme becoming effective, preference shares held by the Transferee Company in the Transferor Company and equity shares held by the Transferor Company in the Transferee Company (including shares to be issued pursuant to clause 6.1 above) shall stand cancelled and simultaneously with the cancellation of the said shares and in consideration for the transfer of and vesting of the entire undertaking of the Transferor Company, the Transferee Company without any further application, act, instrument or deed issue and allot, to the members of the Transferor Company, whose names appear in the Register of Members as on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title, as may be recognized by the Board of Directors, in the following manner
- 6.2.1 One (1) fully paid equity share of Rs 2/- of the Transferee Company for every Thirteen (13) fully paid equity shares of Rs 2/- each held by the shareholders of the Transferor Company and
- 6.2.2 One fully paid preference share of Rs 100/- of the Transferee Company for each fully paid preference share of Rs 100/- held by the shareholders of the Transferor Company. It is hereby clarified that the preference shares held by the Transferee Company in the Transferor Company shall stand cancelled and preference shares shall be issued by the Transferee Company only to the remaining preference shareholders of the Transferor Company on the same terms and conditions.
- 6.3 The Board of the Transferee Company shall consolidate all fractional entitlements(s), if any, arising due to the merger of the Transferor Company and allot equity shares,, of the Transferee Company in lieu thereof

to a director or an officer of the Transferee Company or such other person as the Board of the Transferee Company shall appoint in this behalf who shall hold the equity shares in trust on behalf of the members of the Transferor Company -entitled to fractional entitlements(s) with the express understanding that such directors) or officers) or person(s) shall sell the same at such time or times and at such price or prices and to such person or persons, as it/he/they may deem fit, and pay to the Transferee Company, the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds subject to taxes, if any, to these members in proportion to their respective fractional entitlements.

- 6.4 In so far as the issue of equity shares pursuant to 6.2 above is concerned, each of the members holding equity shares in physical (certificate) form shall have the option, exercisable by notice in writing by them to the Transferee Company on or before such date as may be determined by the Board of the Transferee Company or a committee of such Board, to receive, either in physical form or in dematerialized form, the shares of the Transferee Company in lieu thereof in accordance with the terms hereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members, the shares of the Transferee Company shall, be issued to such members in physical form. Those of the members exercising the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations and documentation as may be required. It is only thereupon that the Transferee Company shall issue and directly credit the dematerialized securities account of such member with the shares of the Transferee Company. It is clarified that each of the members holding shares in dematerialized form shall be issued the shares of the Transferee Company by the National Securities Depository Limited and / or Central Depository Services Limited on the Record Date.
- 6.5 The equity shares and the preference shares in the Transferee Company to be issued to the members of the Transferor Company pursuant to Clause 6.2 above shall be subject to the Memorandum and Articles of Association of the Transferee Company. The equity shares so issued shall rank *pari passu* in all respects with the existing shares and equity shares to be issued upon exercise of pending warrants and options in the Transferee Company. The preference shares so issued by the Transferee Company shall be on same terms and conditions, on which the existing preference shares in the Transferor Company have been issued.
- 6.6 The Transferee Company shall apply to the relevant stock exchange(s) for listing of the equity shares that would be issued as Consideration under Clause 6.2.1 above.
- 6.7 The issue and allotment of equity shares and preference shares in the Transferee Company, by the Transferee Company to the shareholders of the Transferor Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Transferee Company as if the procedure laid down under Section 81(1 A) of the Act and any other applicable provisions of the Act were duly complied with.

7. ACCOONTING TREATMENT

- 7.1. The Transferee Company shall account for the amalgamation of Transferor Company as per the Accounting Standard 14 - Accounting for Amalgamations (AS-14) as stated in the Companies (Accounting Standards) Rules, 2006 and any amendments thereto. On the Scheme becoming effective, the accounting for merger will be done in accordance with the Pooling of Interest method referred to in Accounting Standard 14 - Accounting for Amalgamation (AS-14).
- 7.2. All assets, liabilities and reserves of the Transferor Company would be transferred to the Transferee Company under this Scheme and shall be recorded in the Books of Account of the Transferee Company at the values as appearing in the Books of Account of the transferor company.
- 7.3. Inter company deposits, loans, share application money and other balances, if any, shall be cancelled and there shall be no further obligation outstanding in that respect.
- 7.4. Equity shares held by the Transferor Company in the Transferee Company as on the Effective Date, including such equity shares acquired pursuant to this Scheme under Clause 6.1, shall be cancelled and the difference arising being the excess or shortfall between the Investment value of equity shares held by the Transferor Company and Book Value of such equity shares in the books of the Transferee Company shall be adjusted against the Securities Premium Account of the Transferee Company.
The cancellation of such equity shares shall be considered as an integral part of the Scheme.
- 7.5. The application and reduction of Securities Premium Account effected under Clause 7.4 above, shall be effected as an integral part of the Scheme in accordance with the provisions of section 100-103 of the Act, as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholders of paid-up share capital and the Order of the High Court's sanctioning the Scheme shall be

deemed to be an order under Section 102 of the Act for confirming the reduction and no separate procedure shall be followed under the Act. The Transferee Company shall not be required to add the word "and reduced" as a suffix to its name and that the Transferee Company shall continue in its existing name.

- 7.6. The difference, being the excess or shortfall between the assets, liabilities and reserves of the Transferor Company as transferred to the Transferee Company accounted as per clause 7.2 above, (after making adjustments for clause 7.3 and 7.4 above), and the consideration discharged as per clause 6.2 above, shall be adjusted against / transferred to General Reserves of the Transferee Company.
- 7.7. In case of any difference in accounting policy between the Transferee Company and the Transferor Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General 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, with effect from the Appointed Date.

8. STAFF, WORKMEN & EMPLOYEES

- 8.1 On the scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the effective date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall not be less favorable than those applicable to them in the Transferor Company on the effective date.
- 8.2 The equitable interest in accounts/funds of the employees, staff and workmen whose services are transferred to the Transferee Company, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective trusts/funds of Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferee Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of Transferor Company.
- 8.3 The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

9. LEGAL PROCEEDINGS

- 9.1. If any suit, appeal or other legal proceedings of whatsoever nature by or against Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation and by anything contained in this Scheme, but they said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- 9.2. On and from the Effective Date, Transferee Company shall and may, if required, initiate any legal proceedings in relation to the business of the Transferor Company.

10. BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY

With effect from the Appointed Date and up to and including the Effective Date:

- 10.1. The Transferor Company shall carry on and be deemed to have carried on all their business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of and in trust for, the Transferee Company;
- 10.2. All profits and cash accruing to the Transferor Company, or expenditure or losses arising or incurred by it (including the effect of taxes if any thereon), shall for all purposes, be treated as the profits/ cash, taxes or losses, as the case may be, of the Transferee Company;
- 10.3. All accretions and depletions to the Transferor Company shall be for and on account of the Transferee Company.
- 10.4. The Transferor Company shall not utilize the profits or income, if any, for the purpose of declaring or paying any dividend or for any other purpose, without the prior written consent of the Transferee Company.

11. CONDUCT OF BUSINESS

- 11.1. The Transferor Company will, from the Appointed Date upto and including the Effective Date, preserve and carry on the business with reasonable diligence and prudence and agrees that it will not, without the prior written consent of Transferee Company, alienate, charge or otherwise deal with or dispose of the business or any part thereof or recruit new employees or vary or alter the terms and conditions of employment of any of its employees (in each case except in the ordinary course of business), without the prior written consent of the Transferee Company.
- 11.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company.
- 11.3. With effect from the Effective Date, Transferee Company shall commence and carry on and shall be authorised to carry on the business carried on by the Transferor Company.

12. SAVING OF CONCLUDED TRANSACTION

The transfer of the entire business and undertakings of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company

13. WINDING UP

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up and without further acts by parties.

PART III - GENERAL TERMS AND CONDITIONS

14. APPLICATION TO HIGH COURT

The Transferor company and transferee company shall with all responsible dispatch make necessary applications / petitions under section 391 and 394 read with section 78 and 100 to 103 and other applicable provisions Act to high court for seeking sanction of this Scheme.

15. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 15.1. The Transfer company and the transferee company by their respective board may ascent to any modifications / amendments to the scheme or to any conditions or limitations that the High court And /or any other authority may deem fit to direct or impose or which may other be considered necessary desirable or appropriate them (i.e. the board) . The transfer company and the transferee company by their respective board be and are hereby authorized to take all such steps may be necessary desirable or proper any doubted difficulties or whether by reasons of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the scheme and / or any other concerned or connected therewith
- 15.2. In the event of any of the conditions that may be imposed by the High Court of other authorities which the transferor company and /or the transferee company may find unacceptable for any reason in whole or in part of scheme then transferor company and / or the transferee company are at liberty to withdraw the scheme in whole of such part thereof and such withdrawal of a part of the scheme will however no affect the other part of the scheme

16. SCHEME CONDITIONAL ON CERTAIN EVENTS / APPROVALS / SANCTIONS

- 16.1. The approval by the respective requisites majorities of the members and / or creditors where (applicable) of the transferor company and the transferee company as required under the Act and the requisite orders of the High Court referred to in Clause 14 hereof being obtained;
- 16.2. The certified copy of the High Court order sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai; and such other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

17. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of this Scheme failing to take effect finally by 31 March 2011 or by such later date as may be agreed by the respective Boards of the Transferor Company and the Transferee Company, and which the Board of the Transferor Company and the Transferee Company are hereby empowered and authorized to agree and extend the Scheme from time to time, without any limitation, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or being incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own costs or shall bear costs as may be mutually agreed.

18. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferee Company and all Concerned parties without any further act, deed, matter or thing.

19. COSTS

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

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 664 OF 2010

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION 628 OF 2010

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

AND

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

AND

In the matter of Scheme of Amalgamation and Arrangement between Sunshine Oleochem Limited and Ruchi Soya Industries Limited and their respective shareholders

RUCHI SOYA INDUSTRIES LIMITED Petitioner

Authenticated copy of Order dated 16th day of December, 2010 and the Scheme Annexed to the Petition

M/S. Hemant Sethi & CO.

Advocates for Petitioner Company