



## RALLIS INDIA LIMITED

Corporate Identity No. L36992MH1948PLC014083

2nd Floor Sharda Terraces Plot No 65 Sector 11 CBD Belapur Navi Mumbai 400 614  
Tel 91 22 6776 1657 Fax 91 22 6776 1775 email pmeherhomji@rallis.co.in

**Mrs P S Meherhomji**  
Company Secretary

14<sup>th</sup> June, 2018

The General Manager  
Corporate Relationship Dept.  
BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai 400 001

Asst. Vice President  
National Stock Exchange of India Ltd.  
Exchange Plaza, 5<sup>th</sup> Floor  
Plot No. C/1, G Block  
Bandra - Kurla Complex  
Bandra (E), Mumbai 400 051

Dear Sir,

**Re: Newspaper advertisement and notice sent to the Unsecured Creditors**

---

Pursuant to Regulation 30 read with Schedule III Part A Para A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we enclose the following documents:

1. Copies of newspaper advertisements, published in the Hindu Business Line and in Mumbai Lakshadeep on 14<sup>th</sup> June, 2018
2. Copy of Notice dated 12<sup>th</sup> June, 2018 sent to the Unsecured Creditors on 13<sup>th</sup> June, 2018

The above Notice was sent via Speed Post/ Registered Air Mail to the Unsecured Creditors pursuant to the directions of the Hon'ble National Company Law Tribunal, Mumbai Bench.

You are requested to take the above on your records.

Thanking you,

Yours faithfully  
RALLIS INDIA LIMITED

  
(P. S. MEHERHOMJI)

Encl: as above

Regd Office 156/157 15th Floor Nariman Bhavan 227 Nariman Point Mumbai 400 021  
Tel 91 22 6665 2700 Fax 91 22 6665 2847 website www.rallis.co.in

**A TATA Enterprise**

# RALLIS INDIA LIMITED

Corporate Identity No. L36992MH1948PLC014083

Regd. Office 156/157 15th Floor Nariman Bhavan

227 Nariman Point Mumbai 400 021

Tel 91 22 6665 2700 Fax 91 22 6665 2827

Email: investor\_relations@rallis.co.in Website www.rallis.co.in

## BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, BENCH AT MUMBAI

### COMPANY SCHEME APPLICATION NO. 1111 OF 2017

In the matter of the Companies Act, 2013

And

In the matter of Sections 230 to 232 of the  
Companies Act, 2013

And

In the matter of Scheme of Arrangement  
between Zero Waste Agro-Organics  
Limited ("Transferor Company") and  
Rallis India Limited ("Transferee Company")  
and their respective Shareholders and  
Creditors for amalgamation of the  
Transferor Company with and into the  
Transferee Company.

**RALLIS INDIA LIMITED,** )  
[CIN: L36992MH1948PLC014083], )  
a company incorporated under the )  
provisions of the Indian Companies Act, )  
1913, having its registered office at )  
156/157, 15th Floor, Nariman Bhavan, )  
227, Nariman Point, Mumbai, )  
Maharashtra – 400021. ) ... Applicant Company  
(“Transferee Company”)

### ADVERTISEMENT OF NOTICE OF PROPOSED FILING OF COMPANY SCHEME PETITION

**NOTICE is hereby** given that by an Order dated 6<sup>th</sup> April, 2018 in the Company Scheme Application No. 1111 of 2017, the Hon'ble National Company Law Tribunal, Mumbai Bench ("**Hon'ble Tribunal**") has dispensed with meetings of the members and creditors of the Applicant Company for the purpose of considering and if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation between Zero Waste Agro-Organics Limited ("**Transferor Company**") and Rallis India Limited ("**Transferee Company**")/"**Applicant Company**") and their respective shareholders and creditors ("**Scheme**").

A copy of the said Scheme can be obtained by any member/creditor of the Company, free of charge, and by any other person on payment of prescribed charges at the registered office of the Applicant Company as stated above, between 11.00 am and 4.00 pm on any working day (except Saturdays, Sundays and public holidays).

The above Scheme is subject to the approval of the Hon'ble Tribunal. For this purpose the Applicant Company will file necessary Petition in the Hon'ble Tribunal for seeking approval of the Hon'ble Tribunal after 30 days of this Notice.

Any person whose interest is likely to be affected by the proposed scheme may send his/her/its representations, if any, in connection with the proposed arrangement to the Hon'ble Tribunal within thirty (30) days from the date of this notice. Copy of such representation may simultaneously be served upon the Applicant Company at the registered office of the Applicant Company.

For **RALLIS INDIA LIMITED**

Place: Mumbai

P. S. MEHERHOMJI

Dated: 14<sup>th</sup> June, 2018

COMPANY SECRETARY

# रॅलिज इंडिया लिमिटेड

कॉर्पोरेट ओळख क्रमांक:एल३६९९२एमएच१९४८पीएलसी०१४०८३

नोंदणीकृत कार्यालय: १५६/१५७, १५वा मजला, नरीमन भवन, २२७, नरीमन पॉईंट, मुंबई-४०० ०२१. दुरध्वनी क्र.: ९१-२२-६६६५२७०० फॅक्स: ९१-२२-६६६५२८२७ ई-मेल: investor\_relations@rallis.co.in वेबसाईट: www.rallis.co.in

राष्ट्रीय कंपनी कायदा न्यायाधिकरण, मुंबई न्यायपीठ यांच्या समक्ष  
कंपनी योजना याचिका क्र. ११११/२०१७

कंपनी कायदा २०१३ च्या प्रकरणात.

आणि

कंपनी कायदा २०१३ च्या कलम २३० ते २३२ प्रकरणात

आणि

झीरो व्हेस्ट अॅग्रो-ऑर्गेनिक्स लिमिटेड (हस्तांतरकर्ता कंपनी)  
आणि रॅलिज इंडिया लिमिटेड (हस्तांतरीती कंपनी) आणि  
त्यांचे संबंधित भागधारक व धनको यांच्या दरम्यान  
हस्तांतरकर्ता कंपनी व हस्तांतरीती कंपनी यांचे  
विलीनीकरणाकरिता व्यवस्था योजने प्रकरणात.

रॅलिज इंडिया लिमिटेड )

सीआयएन:एल३६९९२एमएच१९४८पीएलसी०१४०८३ )

कंपनी कायदा १९१३ च्या तरतूदी अंतर्गत स्थापना झालेली )

कंपनी, यांचे नोंदणीकृत कार्यालय: १५६/१५७, १५वा मजला, )

नरीमन भवन, २२७, नरीमन पॉईंट, मुंबई-४०००२१. )....अर्जदार कंपनी/

हस्तांतरीती कंपनी

## कंपनी योजना याचिकेचे नियोजित सादरीकरणाच्या सूचनेची जाहिरात

येथे सूचना देण्यात येत आहे की, राष्ट्रीय कंपनी कायदा न्यायाधिकरणाच्या मुंबई न्यायपीठाने (मा. न्यायाधिकरण) कंपनी योजना याचिका क्र. ११११/२०१७ मधील त्यांच्या ६ एप्रिल, २०१८ रोजीच्या आदेशान्वये झीरो व्हेस्ट अॅग्रो-ऑर्गेनिक्स लिमिटेड (हस्तांतरकर्ता कंपनी) आणि रॅलिज इंडिया लिमिटेड (हस्तांतरीती कंपनी/अर्जदार कंपनी) आणि त्यांचे संबंधित भागधारक व धनको यांच्या दरम्यान विलीनीकरण योजनेतील व्यवस्था (योजना) फेरबदलासह किंवा फेरबदलाशिवाय योग्य असेल त्याप्रमाणे मान्यतेसाठी विचारात घेण्याच्या उद्देशाकरिता अर्जदार कंपनीचे सदस्य व धनको यांची सभा घेण्यात यावी.

सदर योजनेची प्रत कोणाही सदस्य/कंपनीचे धनको यांना विनाशुल्क आणि अन्य इतर व्यक्तींना कोणत्याही कार्यालयीन दिवसात (शनिवार, रविवार व सार्वजनिक रजा वगळून) स.११.०० ते दु.४.०० दरम्यान वर नमुदप्रमाणे अर्जदार कंपनीच्या नोंदणीकृत कार्यालयात विहित शुल्काचा भरणा केल्यावर प्राप्त करता येईल.

वरील योजना ही माननिय न्यायाधिकरणाच्या मान्यतेवर अवलंबून आहे. या उद्देशाकरिता अर्जदार कंपनीने सदर सूचनेच्या ३० दिवसांनंतर मा. न्यायाधिकरणाच्या मान्यता घेण्यासाठी मा. न्यायाधिकरणाकडे आवश्यक याचिका दाखल करण्याची योजिले आहे.

जर कोणा व्यक्तीच्या हितास नियोजित योजनेद्वारे काही बाधा येत असल्यास त्यांनी नियोजित व्यवस्थेसंदर्भात त्यांचे प्रस्तुतीकरण मा. न्यायाधिकरणाकडे सदर सूचनेच्या तारखेपासून ३० (तीस) दिवसांत कळवावे. अशा प्रस्तुतीकरणाची प्रत अर्जदार कंपनीच्या नोंदणीकृत कार्यालयात अर्जदार कंपनीकडेही सादर करावी.

रॅलिज इंडिया लिमिटेडकरिता

ठिकाण : मुंबई

पी.एस. मेहेरहोमजी

दिनांक: १४ जून, २०१८

कंपनी सचिव



**RALLIS INDIA LIMITED**

Corporate Identity No. L36992MH1948PLC014083

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
BENCH AT MUMBAI  
COMPANY SCHEME APPLICATION NO. 1111 OF 2017**

In the matter of the Companies Act, 2013  
And

In the matter of Sections 230 to 232 of the  
Companies Act, 2013

And

In the matter of Scheme of Arrangement  
between Zero Waste Agro-Organics Limited  
("Transferor Company") and Rallis India  
Limited ("Transferee Company") and their  
respective Shareholders and Creditors for  
amalgamation of the Transferor Company  
with and into the Transferee Company.

RALLIS INDIA LIMITED,	)	
[CIN: L36992MH1948PLC014083],	)	
a company incorporated under the	)	
provisions of the Indian Companies Act,	)	
1913, having its registered office at	)	
156/157, 15 <sup>th</sup> Floor, Nariman Bhavan,	)	
227, Nariman Point, Mumbai,	)	
Maharashtra – 400021.	)	... Applicant Company ("Transferee Company")

**NOTICE TO THE UNSECURED CREDITORS**

To,  
Unsecured Creditor,

**Notice** is hereby given in pursuance of sub-section (3) of section 230 read with sub-section (1) of section 232 of the Companies Act, 2013 ("the Act"), that as directed by the Hon'ble National Company Law Tribunal, Bench at Mumbai ("NCLT"), by an Order dated 6<sup>th</sup> April, 2018 passed in Company Scheme Application No. 1111 of 2017 under sub-section (1) of section 232 read with section 230 of the Act, a meeting of the Unsecured Creditors of Rallis India Limited, the Applicant Company, for the purpose of considering the arrangement embodied in the Scheme of Arrangement for Amalgamation of Zero Waste Agro-Organics Limited ("Transferor Company") with Rallis India Limited ("Transferee Company") and their respective Shareholders and Creditors ("**Scheme**") is dispensed with

.....2/-



RALLIS

: 2 :

You being an unsecured creditor as on 30<sup>th</sup> September, 2017, notice is hereby given, in pursuance of the directions given by NCLT, by an Order dated 6<sup>th</sup> April, 2018 passed in Company Scheme Application No. 1111 of 2017.

A copy of the said Scheme is enclosed.

You are hereby informed that representations, if any, in connection with the proposed arrangement may be made to the NCLT within thirty (30) days from the date of receipt of this notice. Copy of the representation may simultaneously be served upon us.

In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme of Amalgamation.

**For RALLIS INDIA LIMITED**

Mrs. P. S. Meherhomji  
Company Secretary

Date: 12<sup>th</sup> June, 2018

Place: Mumbai

Encl.: As above

**SCHEME OF ARRANGEMENT**  
**BETWEEN**  
**ZERO WASTE AGRO - ORGANICS LIMITED**  
**[CIN: U01400PN2011PLC141307]**  
**AND**  
**RALLIS INDIA LIMITED**  
**[CIN: L36992MH1948PLC014083]**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**



**SCHEME OF ARRANGEMENT  
BETWEEN  
ZERO WASTE AGRO - ORGANICS LIMITED  
[CIN: U01400PN2011PLC141307]  
AND  
RALLIS INDIA LIMITED  
[CIN: L36992MH1948PLC014083]  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

Under section 230 to 232 of the Companies Act, 2013 and all other applicable provisions of the Companies Act, 2013

---

**INTRODUCTION**

**A. PREAMBLE**

This Scheme of Arrangement ("Scheme") for Amalgamation is under the provisions of section 230 to 232 of the Companies Act, 2013 for (i) Amalgamation of the Transferor Company (as defined hereinafter) in to and with the Transferee Company (as defined hereinafter); (ii) dissolution without winding up of the Transferor Company, pursuant to the relevant provisions of the Companies Act, 2013 and the relevant provisions of the Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

**B. DESCRIPTION OF COMPANIES**

1. **ZERO WASTE AGRO-ORGANICS LIMITED** [CIN: U01400PN2011PLC141307] ("ZWAOL" or "the Transferor Company") is a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at Kapil Towers, 1st Floor, S.No.40-1/B, Near Sagam Bridge, Dr. Ambedkar Road, Pune 411 001. The Transferor Company was incorporated on 9th November, 2011 under the name Zero Waste Fertilizers Private Limited. The name of the Transferor Company was changed to Zero Waste Agro-Organics Private Limited on 10th December, 2011. The Company was then converted to a Public Limited Company and the name was changed to Zero Waste Agro-Organics Limited vide a fresh certificate of incorporation dated 18th September, 2013 issued by the Registrar of Companies, Maharashtra, Pune. The Registered Office of the Transferor Company on incorporation was situated at 701, North Kasaba, Solapur 413002. With effect from 15th April, 2014 the Registered Office has shifted to its present registered address.

The main object of the Transferor Company is as follows:

To carry on in India or any part of the world all kinds of business relating to fertilisers, all organic and inorganic chemical compounds and products of any nature or kinds whatsoever including manufacture and/or trading of applicators or equipments used for fertigation and/or general delivery of such products into agriculture fields, including by-products, derivatives and mixtures thereof and in particular to carry on the business of manufacturing, storing, packing, distributing, transporting, converting, maintaining and rendering assistance and services of all and every kind or any description, buying, selling, exchanging, altering, improving and dealing in fertilizers, organic and inorganic chemical compound and products of any nature or kind whatsoever.

The Transferor Company is engaged, inter alia, in the business of manufacture of scientifically enriched organic compost.

2. **RALLIS INDIA LIMITED** [CIN: L36992MH1948PLC014083] ("RIL" or "the Transferee Company") is a Company duly incorporated under the provisions of the Indian Companies Act, 1913 having its registered office at 156/157 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400 021. The Transferee Company was incorporated on 23rd August, 1948 under the name Rallis India Limited, with Registered Office in the State of West Bengal. The Registered Office was shifted from the State of West Bengal to the State of Maharashtra pursuant to confirmation order dated 21st November,

## RALLIS INDIA LIMITED

1967 passed by the Hon'ble High Court at Calcutta at the address Ralli House, 21 D. S. Marg, Fort, Mumbai 400 001. With effect from 15<sup>th</sup> December, 2003, the Registered Office was shifted to 7th Floor, Apeejay House, 3, Dinshaw Vachha Road, Churchgate, Mumbai 400 020. Further, with effect from 1<sup>st</sup> June, 2009 the Registered Office has shifted to its present registered address. The Transferee Company is a subsidiary of Tata Chemicals Ltd. [CIN: L24239MH1939PLC002893].

The main object of the Transferee Company is as follows:

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

The Transferee Company is engaged in the business of providing crop care solutions and agri services to the farming community. It manufactures "agri inputs" comprising crop protection products, plant growth nutrients and seeds and provides agri-solutions.

3. The Transferor Company is a wholly Owned Subsidiary of the Transferee Company.
4. The Scheme does not have any adverse effect on either the shareholders or the employees or the creditors of the Transferor Company or the Transferee Company.

### C. RATIONALE FOR THIS SCHEME

The proposed amalgamation with the Transferee Company of the Transferor Company which is a wholly owned subsidiary of the Transferee Company would help in achieving the following:

- i. Reduce administration cost; and
- ii. Achieve operational and management efficiency.

### D. PARTS OF SCHEME

This Scheme of Arrangement is divided in to the following parts:

- **Part I** of the Scheme deals with definitions and interpretations and sets out the Share capital of both the companies forming part of the Scheme.
- **Part II** of the Scheme deals with amalgamation of Zero Waste Agro-Organics Limited in to and with Rallis India Limited
- **Part III** of the Scheme deals with general terms and conditions applicable to this scheme

## PART I

### DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

In this Scheme, unless repugnant to the context or meaning thereof, the following expressions shall have the meanings respectively assigned to them:

- a) **"Act"** means the Companies Act, 2013 including any statutory modifications, re-enactment thereof and rules, regulations, notifications, thereunder;
- b) **"Appointed Date"** means 1st day of April, 2017.
- c) **"Assets"** shall include all the assets and properties wherever situate, whether movable or immovable, (both freehold and leasehold) tangible or intangible, present or contingent, all rights, entitlements and claims and the entire businesses of the Transferor Company including the following, all at book value:





- i) intellectual property rights, bank accounts, investments and cash;
  - ii) all permits, rights, entitlements including import quotas, rights, industrial and other licenses, excise duty licenses, advance licenses and all other licenses, powers, authorities, allotments, approvals and consents, permits, quotas, subsidies and incentives, registrations, contracts, engagements, arrangements, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power, use, enjoyment or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Company, including but without being limited to all patents, trademarks, trade names, copy rights, brands, goodwill, computer software licenses and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases of land and/or building properties, freehold properties, plants and machinery, vehicles, ownership flats, and entitlements like electricity, water, gas connections, other fuel and power, and electronic and other services, reserves, provisions, funds, financial assets, benefits of all agreements and deposits, any direct or indirect tax benefits including advance tax paid or any tax deducted in respect of any income received and all other interests belonging to or in the ownership, power or possession or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company.
- d) **“Board of Directors”** or **“Board”** in relation to each of the Transferor Company and the Transferee Company, as the case may be, shall mean the board of directors of such company, and shall include any committee duly constituted and authorized for the purposes of matters pertaining to this Scheme of Amalgamation, and/or any other matter relating thereto;
  - e) **“Book Value”** means the value of assets and liabilities as appearing in the balance sheet of the Transferor Company or the Transferee Company.
  - f) **“BSE”** means BSE Limited wherein the Transferee Company’s equity shares are listed.
  - g) **“Effective Date”** means the date on which certified copies of the orders of the National Company Law Tribunal sanctioning this Scheme of Amalgamation with such modification as the National Company Law Tribunal may approve, are filed with the Registrar of Companies, Maharashtra, after obtaining all the consents, approvals, permissions, sanction and orders as may be necessary for the same.
  - h) **“Employees”** mean the permanent employees on the payroll of the Transferor Company on the Effective Date, as identified by the Board of Directors of the Transferor Company.
  - i) **“Governmental Authority”** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India.
  - j) **“Liabilities”** shall mean and include all debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, contingent liabilities and all other liabilities, duties, undertakings, contractual or statutory obligations, guarantees given and obligations of the Transferor Company as on the Appointed Date along with any charge, encumbrance, lien or security on its Assets including:
    - i) liabilities on account of loans and advances from secured creditors, unsecured creditors and contingent liabilities not provided in the books of the concerned Company; and
    - ii) obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or any other compensation.
  - k) **“NCLT”** means the National Company Law Tribunal at Mumbai, Maharashtra, having jurisdiction in relation to the Transferor Company and the Transferee Company to which this Scheme will be submitted for approval under Sections 230 to 232 of the Act.

## RALLIS INDIA LIMITED

- l) **“NSE”** means National Stock Exchange of India Limited wherein the Transferee Company’s equity shares are listed.
- m) **“RIL” or “the Transferee Company”** means RALLIS INDIA LIMITED [CIN: L36992MH1948PLC014083], a company incorporated under the provisions of the Indian Companies Act, 1913 having its Registered Office at 156/157 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400 021, and having Permanent Account No. AABCR2657N.
- n) **“Scheme”** means this Scheme of Amalgamation, in its present form or with any modifications as may be approved or directed by the National Company Law Tribunal.
- o) **“Undertaking”** shall mean all the Assets and Liabilities of the Transferor Company as on the Appointed Date.
- p) **“ZWAOL” or “the Transferor Company”** means Zero Waste Agro-Organics Limited [CIN: U01400PN2011PLC141307], a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Kapil Towers, 1st Floor, S.No.40-1/B, Near Sagam Bridge, Dr. Ambedkar Road Pune 411 001, and having Permanent Account No. AAACZ5267B.

### 1.2 INTERPRETATION

In this Scheme, unless the context otherwise requires:

- (i) all terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and any other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- (ii) references to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- (iii) the headings herein shall not affect the construction of this Scheme.
- (iv) the singular shall include the plural and vice versa; and references to one gender include all genders.
- (v) any phrase introduced by the terms including in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (vi) references to person include any individual, firm, body corporate (whether incorporated), Government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

### 2. OPERATIVE DATE

This Scheme, although effective from the Appointed Date, shall become operative from the Effective Date. Reference in this Scheme to the date of “coming into effect of this Scheme” or “effectiveness of this Scheme” shall be to the Effective Date.

### 3. SHARE CAPITAL

- a) The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on the Appointed Date and as on 30th June 2017, is as under:

Particulars	Amount ₹
<b>Authorised Capital:</b>	
75,000 Equity shares of ₹10/- each	7,50,000
<b>Issued, Subscribed and Paid-up share Capital:</b>	
73,645 fully paid-up Equity shares of ₹10/- each	7,36,450



- b) The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the Appointed Date and as on 30th June 2017, is as under:

Particulars	Amount ₹
<b>Authorised Capital:</b>	
50,00,00,000 Equity Shares of ₹1/- each	50,00,00,000
15,00,00,000 Preference Shares of ₹10/- each.	150,00,00,000
<b>Issued Share Capital:</b>	
19,44,70,890 Equity shares of ₹1/- each	19,44,70,890
<b>Subscribed and fully paid up share Capital</b>	
19,44,68,890 Equity shares of ₹1/- each	19,44,68,890
<b>Forfeited shares:</b>	
2,000 Equity shares of ₹1/- each	2,000

- c) The equity shares of the Transferee Company are listed on BSE and on NSE.
- d) Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Transferor Company and the Transferee Company, there has been no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company and the Transferee Company.
- e) The entire share capital of the Transferor Company is held by the Transferee Company.

## PART II

### AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

#### 4. TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY.

- 4.1 Upon this Scheme coming into effect and subject to the provisions of this Scheme, the Transferor Company shall stand amalgamated with the Transferee Company and undertaking of the Transferor Company as a going concern shall be transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company on and from the Appointed Date being 1st day of April 2017, in the following manner:
- (i) With effect from the Appointed Date, the entire Undertaking (including all assets) of the Transferor Company shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date, the undertaking of the Transferee Company and vest all the right, title and interest therein in the Transferee Company.
- (ii) With effect from the Appointed Date, all the Liabilities and obligations of every kind, nature and description of the Transferor Company shall, under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, and without any further act or deed stand transferred to or be deemed to be transferred to the Transferee Company so as to become, as from the Appointed Date the Liabilities and obligations of the Transferee Company without any notice or other intimation to the creditors and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities and obligations have arisen, in order to give effect to the provisions of this clause.
- 4.2 Where any of the Liabilities of the Transferor Company have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 4.3 If and to the extent there are inter-corporate loans, deposits or balances between the Transferor Company and

## **RALLIS INDIA LIMITED**

the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of accounts and records of the Transferee Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such inter-corporate loans, deposits or balances between the Transferor Company and the Transferee Company.

- 4.4 The transfer and/ or vesting of the Undertaking of the Transferor Company as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, in respect of the Assets of the Transferor Company or any part thereof. Provided that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the creditors of Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefore after the amalgamation becomes effective.

### **5. TRANSFEROR COMPANY'S EMPLOYEES**

- 5.1 All Employees of the Transferor Company, if any, who are in employment of the Transferor Company on the Effective Date shall in terms of this Scheme from such date become the employees of the Transferee Company on the basis that their services have not been interrupted by the vesting of the Undertaking of the Transferor Company in the Transferee Company under the Scheme, and on the same terms and conditions of service applicable to them on the Effective Date as aforesaid.
- 5.2 It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in different units of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the Employees of the Transferor Company will also be treated as having been continuous for the purpose of the aforesaid Funds or provisions.

### **6. LEGAL PROCEEDINGS**

- 6.1 If any proceedings of whatsoever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or by reason of anything contained in this Scheme but the proceedings including those by creditors of the Transferor Company and relating to the Transferor Company may be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the Transferor Company if this Scheme had not been made.

### **7. CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

- 7.1 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, debentures, agreements and other instruments of whatever nature to which Transferor Company is a party, subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and as effectively as if the Transferee Company had been a party thereto instead of the Transferor Company.

### **8. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE**

- 8.1 With effect from the Appointed Date and upto the Effective Date, the Transferor Company shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and



on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by them shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be.

- 8.2 The transfer and vesting of the properties and Liabilities of the Transferor Company under this Scheme with effect from the Appointed Date, shall not affect any transactions or proceedings already concluded by the Transferor Company on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings already concluded by the Transferor Company.

## **9. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES**

- 9.1 The Transferor Company shall not without the consent of the Transferee Company declare any dividend for the financial year commencing from 1st April 2017 and subsequent financial years during which the Scheme has not become effective.
- 9.2 Subject to the provisions of this Scheme becoming effective, the profits of the Transferor Company for the period beginning from 1st April 2017 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of its year ending 31st March 2018 or any year thereafter.
- 9.3 The Transferor Company shall not issue or allot any rights shares or bonus shares out of its authorized or unissued Share Capital.

## **10. ACCOUNTING TREATMENT**

- 10.1 With effect from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required and except to the extent required by the law, all the assets and liabilities of the Transferor Company transferred to the Transferee Company pursuant to this Scheme shall be recorded in the books of the Transferee Company at the book values as recorded in the books of the Transferor Company. The difference, if any, being excess/ deficit arising pursuant to the Scheme shall be accounted based on the accounting principles prescribed under the Indian Accounting Standard – 103.
- 10.2 In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the Reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

## **11. TREATMENT OF TAXES**

- 11.1 Any tax liabilities under the Income-tax Act, 1961, or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as “**Tax Laws**”) allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 11.2 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company shall also belong to and be received by the Transferee Company.

## **12. TREATMENT OF SHARES**

- 12.1 The Transferor Company is a wholly owned subsidiary of the Transferee Company and the Transferee Company and its nominees hold all the shares issued by the Transferor Company.

## **RALLIS INDIA LIMITED**

12.2 Upon the Scheme becoming effective, all the shares, held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and the Transferee Company shall not be required to issue any shares under the Scheme.

### **13. SAVING OF CONCLUDED TRANSACTION**

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

### **14. TRANSFEROR COMPANY TO BE DISSOLVED WITHOUT WINDING UP**

14.1 Subject to an order being made by National Company Law Tribunal under Section 232 of the Act, on the Scheme becoming effective, the Transferor Company shall, without any further act, instrument, or deed of the Transferor Company or the Transferee Company stand dissolved without winding up.

## **PART III**

### **GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME**

### **15. PETITION TO THE NCLT FOR SANCTIONING THE SCHEME**

15.1 The Transferor Company as well as the Transferee Company shall with all reasonable despatch, make applications/petitions to the Hon'ble National Company Law Tribunal ("NCLT") for sanctioning this Scheme of Amalgamation under section 230 of the Act and for an order or orders under sections 231 and 232 and other applicable provisions of the said Act for carrying this Scheme into effect.

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

16.1 This Scheme is specifically conditional upon and subject to:

- (i) The Scheme being agreed to by the respective requisite majorities of the members and creditors (if required) of the Transferor Company and the Transferee Company.
- (ii) The Scheme being sanctioned by the Hon'ble National Company Law Tribunal under Section 230 of the Act and the appropriate orders being made by the said NCLT pursuant to Sections 231 and 232 of the Act for the amalgamation under the Scheme.
- (iii) Such other sanctions and approvals including sanctions of any statutory or regulatory authority, as may be required by law in respect of the Scheme being obtained; and
- (iv) Filing of the certified copies of the Orders of the Hon'ble National Company Law Tribunal sanctioning the Scheme with the Registrar of Companies, Maharashtra within such time as may be specified by the Hon'ble National Company Law Tribunal or such extended time as may be approved by the Hon'ble National Company Law Tribunal.

### **17. EFFECT OF NON-RECEIPT OF APPROVAL/ SANCTION**

17.1 In the event of any of the aforesaid sanctions and approvals referred to above, not being obtained and/ or the Scheme not being sanctioned by the Hon'ble National Company Law Tribunal, the Scheme shall stand revoked, cancelled and become null and void and no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by the parties or their shareholders or creditors or employees or any other person. In such event, each party shall bear its respective costs, charges and expenses in connection with the Scheme.

### **18. MODIFICATION/ AMENDMENT TO THE SCHEME**

18.1 The Transferor Company and the Transferee Company through their respective Board of Directors or a committee thereof or authorized officers may from time to time consent to any modifications or amendments to this Scheme



or to any conditions or limitations which the Hon'ble National Company Law Tribunal at Mumbai or any other statutory authority may impose and may settle all doubts or difficulties that may arise for carrying out the Scheme and may do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect.

- 18.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, the Directors of the Transferee Company or any committee thereof may give and are authorized to give all such directions as are necessary including directions for settling any question of doubt or difficulty that may arise after the dissolution of the Transferor Company.
- 18.3 However no modifications and/ or amendments to the Scheme can be carried out or effected by the Board of Directors without approval of the Hon'ble National Company Law Tribunal and the same shall be subject to powers of the Tribunal under Section 231 of the Act.
- 18.4 The Scheme may be withdrawn from the Hon'ble National Company Law Tribunal by mutual consent of the Transferor Company and the Transferee Company, acting through their respective Board of Directors.

## **19. REMOVAL OF DIFFICULTIES**

- 19.1 The Transferor Company and the Transferee Company may, through mutual consent and acting through their respective Board of Directors, agree to take steps as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the court or Hon'ble National Company Law Tribunal or any directive or orders of any Government Authority or otherwise arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/or matters concerning or connected therewith.

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

- 20.1 All costs, charges and expenses of the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and for carrying out and implementing/ completing the terms and provision of the Scheme and/ or incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme shall, be borne and paid by the Transferee Company.

## **21. SEVERABILITY**

- 21.1 If any part of the Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor and Transferee Company that such part shall be severable from the remainder of the scheme. Further, if the deletion of such part of this Scheme may cause this scheme to become materially adverse to the Transferor Company and/or the Transferee Company, then in such case the Transferor Company and/or the Transferee Company shall attempt to bring about a modification in the scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligation of the scheme, including but not limited to such part.
- 21.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to mutual agreement of Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

## **22. NO CAUSE OF ACTION**

- 22.1 No third party claiming to have acted or changed his position in anticipation of this scheme taking effect, shall get any cause of action against the Transferor Company or the Transferee Company or their directors or officers, if the scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.