

# MEMORANDUM AND ARTICLES OF ASSOCIATION

DABUR INDIA LIMITED



## FORM I. R

## Certificate of Incorporation

No 7908of	1975 - 76
I hereby certify that VISHAL CHEMICALS (I	INDIA) LIMITED
is this day incorporated under the Companies Act	t, 1956 (No. 1 of 1956) and that the
company is limited.	200
Chion under my hand at	N N
ACCOUNTS AND	w Delhi
this SIXTEENTH-day-of-SEPTEMBER( BHADR)	
One thousand nine hundred SEVENTY FIVE (SA	KA)
(Seal)	Sd/- (S. KUMAR) Registrar of Companies Delhi & Haryana
Registrar of Companies Delhi & Haryana	

## CONSEQUENT ON CHANGE OF NAME

Company No. 790R.

In the Office of the Registrar of Companies DELHI & HARYANA

(Under the Companies Act, 1956 (1 of 1956)

IN THE MATTER OF VISHAL CHEMICALS (INUIA) LIBITED

IN THE MATTER OF VISITED CHERICALS (INDIA) LINITED
I hereby certify thatVishal Chemicals (India)
Limited, which was originally incorporated on lith day of
September, 1975 under the leeden Companies Act.  WEENERXEXIS/Companies Act, 1956 and under the name Vishal Chemicals (India)  Ltd., hoving duly passed
the necessary resolution in terms of section 21/22(f)(a)/
the said company is this day changed to VIDCGUN AND CHENICALS
ficate is issued pursuant to section 23(1) of the said Act.  Given under my hand at NEW DELHI this 19th day of
Saptember, 1981 (One thousand nine hundred &
(SATY STORM SELICH)  ASSTT. REDISTRAR OF COMPANIES  OP' (*30978* DELINE & HARYANA

Canada

# FRESH CERTIFICATE OF INCUMPORATION CONSEQUENT OF CHANGE OF NAME

IN THE OFFICE OF THE REGISTRAR OF COMPANIES DELHI & HARYANA (Under the Companies Act, 1956(1 of 1956)

IN THE MATTER OF VIDOGUM AND CHEMICALS LIMITED

I hereby certify toot
I hereby certify that VIDGUM AND CHEMICALS LIMITED
Originally incorporated in 16TH day of SEPTEMBER
One Thousand Ning III 16TH day of SEPTEMBER
One Thousand Nine Hundred and SEVENEY FIVE under the
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having duly passed the necessary resolution in terms of section
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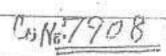


Co. No.7908

# Certificate for Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

LIMIT	BD .		-		
which w	as Incorporated 16th		the Com		. 1956, 6
of the sa	has this day filed the conditions o id Act, have be	f section	7497171Y(a)	2003(d)d149	(2) (a) to (e
ousiness.	under my hand	at	NEW	DELHI	
ousiness.	2330	100		-	
Given	2330	-	day of	DELHI NOVEMBER FIVE.	)



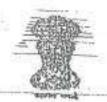


[फामनी अधिनियम, 1956 की धारा 18 (1)] [Section 18 (1) of Companies Act, 1956]

उद्देश्यों के परिस्तंत की पुष्टि धारने वाले न्यायालय के आदेश के रिनार्टीकरण का प्रमाण पत्र Composity Louis Broze CENTIFICATE OF REGISTRATION OF ORDER OF COURT (Station) CONFIRMING ALTERATION OF OBJECTS

· · · · · · · · · · · · · · · · · · ·
संकरप द्वारा उद्देश्यों की वावत अपने संगम-सापन, उपबन्धों में परिवर्तन कर दिया है और ऐसे
वरिवर्तन कीके आदेश हारा
The Widegum and Chemicals Limited
by special resolution alterid the provisions of its Memorandum of Association with respect to its objects and such alternations having from confirmed by the order of the IXA for the IXA IXA COLOR OF THE COLOR OF THE IXA
dated the file of the property of the
में एसदहारा प्रमाणित करता हूं कि जबत शिंदेश की प्रमाणित प्रति समावरिवर्तित संगम भाषन की मुद्रित प्रति सहित इस दिन राजस्त्री त कर थी गई है।
I hereby certify that certified copy of the said order together with the printed copy of the Memorandum of Association as altered has this day been registered.
मेरे हस्ताक्षर से उन्नीस तो ओर
Given under my hand at North Delilie this South Total State one thousand nine hundred and Links to State Sta
B-M. Amorno D
* (* (*) )*)
भे प्रमा सी के किया है। किया है
प्रभावन्द्रेय-363 विकास क्षेत्र प्रमुख्य १ विकास क्षेत्र विकास क्षेत्र (थी-326) - 30-5-79-7,000





## [फूब्बजी प्रतिभिद्द्य, 1954 की सारत 183 (4)] [Section 103 (1) of Companies Act, 1956]

पुंची के बटाने की बुक्ट सरने नाले व्यासासन के मादेश हैं रिविस्ट्रीमारंग का प्रमान-रण CERTIFICATE OF REGISTRATION OF ORDER OF COURT CONFIRMING REDUCTION OF CAPITAL

खपनी पूंजी बटा वी है क्षीर ऐसे घटाने की गारीखक
TARREST CARREST CONTRACTOR CONTRA
The Vi change   भावेश हारा पूर्वित की जा पूक्ती है।
The KA Clogation and Chlorat Call Limited having by
opecial resolution reduced its Capital, and such reduction having been confirmed by an order of
The High Court of rilly C. D NO 67 all account
Jan 1986
bearing date the 12 thin day of Cable lan 1000
o my with 1981 -
भी एतव्हारा प्रभावित करता है कि एका बार्क्स को बीच तकत आदेश हारा गया परिवर्शित करवती। की पूंजी और सेपरों की विशिष्टिया प्रवृक्ति करने वाले जायात्रम करता गया परिवर्शित करवती।
की पूजी और संपरों की विशिष्टिया प्रयोशन करने वाले ज्यायालय हारा वालू मोश्वत दिका कार्यनी वाल रजिल्डीकृत कर दी गई है।
I hereby carrify that a copy of the said order and a minute approved by the Court show- ing particulars of the Capital and shares of the Company as altered by the said order have this day been registered.
that day been registered. One company is bitered by the said order have
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#### (THE COMPANIES ACT, 1956) COMPANY LIMITED BY SHARES MEMORANDUM OF ASSOCIATION

### DABUR INDIA LIMITED

- 1. The name of the Company is DABUR INDIA LIMITED.
- 1. The Registered Office of the Company will be situated in the Union Territory of Delhi.
- III. The objects for which the Company is established are :
- (A) Main Objects to be pursued by the Company on its incorporation :
- To carry on the business of manufacturers, buyers, sellers and exporters of and dealers in guer gum, guar meal, guar gum derivatives and all other allied products of guar gum.
- 2. To carry on the business of importers and exporters of all kinds of chemicals, chemical products, deciled cakes, animal feeds and concentrates and to carry on business as manufacturers, buyers, sellers of and dealers in all kind of chemicals and chemical products including acids, alkalies, salts, manures, fertilizers, dyes, caustic soda, soda ash, nitric acid, sodium nitrate sodium nitrite, sodium bicarbonate, ammonia and all other types of acids, solvents and industrial chemicals and minerats, pigments, methanol and other organic and inorganic chemicals.
- To carry on the business of manufacturers and dealers in insecticides, pesticides, repellants and all kinds of agricultural chemicals and to carry on the said business in all their branches.
- \*\*4. To carry on the business of manufacturers of and dealers in Anatomical Orthopaedic and Surgical appliances, provisions and requisites of all kinds of Surgical apothecaries, Medical Practitioners, Hospital and invalids.
- \*\*5. To carry on the business of Chemists, Druggists, drysalters, oil and colourmen, importers and manufacturers of and dealer in different classes of pharmaceutical, medicinal, chemical, industrial and other preparations and articles, Patent Medicines, mineral water, cordials, restoratives, foods, Drugs, Tinctures, Inks, Paints, Pigments, Varnishes, Drugs, dyeware paint and colour grinders, makers of and dealers in Proprietary and sanitary articles, hair oils, scents, snows, perfumes and other preparations of all kinds according to the methods and systems of Aliopathy, Homeopathy, Unani, Ayurveda and Biochemistry as a firm of Chemists and Druggists and also for makers and dealers in electrical, chemical, photographic and surgical and scientific apparatus materials and to buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealing with the company, either by wholesale or retail and to carry on other business or businesses which it may possibly be desirable to carry on in conjunction with or in lieu of or independently of any business of the company.
- \*\*\*6. To set up, establish, participate, bulld, lease, sell, operate and maintain software /information technology Parks in India or abroad and to engage into all activities relating to Information Technology products and IT enabled services including, but not limited to, development, manufacture, design, repair, enhance, assemble, deal, buy, sell, license, distribute, import and export Softwares /Hardware along with the system and accessories analogous or complimentary to the above and to engage in research, consultancy, data processing, manufacture, import, export, market, distribute and to generally deal in all fields of Information Technology products and services and to take up annual maintenance contracts with respect to above.
  - \*As per Special Resolution passed on 23rd February, 1986.
  - "As per Special Resolution passed on 23rd February, 1986.
  - \*\*\*As per Special Resolution passed on 22nd September, 2008.

- (B) The Objects, incidental or ancillary to the attainment of the Main objects of the Company are:
- 1. To buy and sell (in wholesale or retail), manufacture, repair, alter and exchange, let on hiré, import, export and deal in all kinds of articles and things which may be required for the purposes of any of the businesses or which are commonly manufactured, supplied or dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection with any of the said businesses.
- To carry on any other business, manufacturing or otherwise (except the issuing of policies on human life) which may seem to the company capable of being conveniently carried on in connection with any of the above specified businesses or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- 3. To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any electricity, light and gas work and power plant, telegraphs and telephones and any market, reservoirs, waterworks, tanks, bridges, coolle lines and houses and bustees, villages, roads, ways, railways, canals, acqueducts, watercourses, dykes, drains, wharves, dyeworks, furnaces, crushing, works, workshop, hydrautic works, factories, warehouses, sheds, dwellings, offices, shops, stores, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute to, subsidise or otherwise aid by taking part in any such operations.
- 4. To buy, sell, repair, alter, improve, exchange, let out on hire, import, export and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this Company is competent to carry on or required by any customers of or persons having dealings with the Company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection there with and to manufacture, experiment with, render marketable and deal in all products of residual and by-products incidental to or obtained in any of the business carried on by the Company.
- 5. To purchase, take on lease or tenancy or in exchange, hire, take, options over or otherwise acquire for any estate or interest whatsoever and to hold, develop work, cultivate, deal with and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for any business of the Company.
- 6. To sell, exchange, mortgage, let on lease, royalty or tribute, grants, licences, easements, options and other rights over and in any other manner deal with or dispose off the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up or securities of any other company having objects similar to the objects of the Company.
- To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, patent rights, brevets, invention

trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop, manufacture under or grant licences or privilege in respect of, or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith.

- To expend money in the experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the company or which the Company may acquire or propose to acquire.
- To establish, provide, maintain and conduct research and other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meeting and conferences in connection therewith.
- To acquire and undertake all or any part of the business, property and liabilities, of any person or company carrying on any business which this company is authorised to carry on or possessed of property suitable for the purpose of the Company.
- To take part in the management, supervision or control of the business or operations of any Company or undertaking and to act as of Secretaries thereof and for that purpose to appoint and remunerate any Accountant or other experts or agents.
- To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside India.
- 13. To enter into partnership or into any arrangement for sharing profits or into any union of joint venture, interest, reciprocal concession or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which this Company is authorised to carry on of capable of being conducted so as directly or indirectly to benefit this Company.
- 14. To enter into any arrangements and to take all necessary or proper steps, with Governments or with other authorities, imperial, supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interest of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its memebrs and to promote or assist the promotion, whether directly or indirectly, any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any such Government authority or any company, any charter, contracts, decrees, rights, loans, privileges or concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, charters, decrees, rights. privileges or concessions.

- 15. To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodical and by granting prizes, awards and donations.
- To carry on any other business whether manufacturing or otherwise that may seem to Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property, real or personal belonging to the Company or in which the Company may be interested and to do all or any of the above things, either as principals, agents, sub-contractors, trustees or otherwise and to do all such things as are incidental or conducive to the attainment of the above object.
- To advance, deposit with or lend money, not immediately required, securities and property to or receive loans or grants or deposits from the Governments.
- To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
- 19. To subscribe for absolutely, or conditionally, purchase or otherwise acquire and to hold, dispose off and deal in shares, stocks and securities or obligations of any other company having objects similar to the objects of the company whether Indian or foreign.
- To invest any moneys of the Company not for the time being required for any
  of the purposes of Company in such investments (other than Shares or stock
  in the Company) as may be thought proper and to hold, sell or otherwise deal
  with such investments.
- 21. To borrow, raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem and pay off any such securities.
- To draw, make, accept, discount, execute and issue bills of exchange, Government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instrument or securities.
- 23. To form, incorporate or promote any company or companies, whether in India or any foreign country, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects or object which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or

company in any manner it shall think fit for services to be rendered in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, obligations or securities of the Company or in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business.

- To undertake and execute any trust the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- 25. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally including any association, institution of fund for the protection of interests of masters, owners and employers against the loss by bad debts, strikes, combinations, fire, accident or otherwise or for the benefit of any clarks, workmen or others 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 of classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institution, dining and recreation rooms, temples, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.
- To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
- To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful objects or for any exhibition.
- 28. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit persons who are or have been Directors or debtors or who are or have served the Company or any Company which is a subsidiary or associate of the Company or its predecessors in business or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards insurance.
- To distribute all or any of the properties of the Company amongst the members in specie or kind in the event of its winding up.
- \*30. To enter into arrangements for joint working in the business or for sharing of profit or for amalgamation or for reciprocate concession or otherwise any company, firm or persons carrying on business within the objects of the Company.

<sup>\*</sup>As per Special Resolution passed on 23rd February, 1988.

#### (C) OTHER OBJECTS:

- To manufacture, buy, sell and deal in mineral waters, wines, cordials, liquors, soups and also to deal in medical goods such as contraceptives, oils, perfumes, cosmetics.
- To undertake spraying of such chemicials through manual, mechanical and/or aerial operations, alone or in association with other agencies and/or Companies.
- To produce, manufaucture, treat, purchase, sell or otherwise deal with either as principals or agents, either solely or in partnership with others;
  - (a) Foodstuffs such as wheat, barley, rice, malze, millet, sugarcane, sugar, all kinds of grains, cereals, and oil seeds, butter, cheese condensed milk, chocolates, aeraled water, tinned fruits, biscuit, starch, confectionaries, sugar candy.
  - (b) Building materials, including Iron, steel, limestone, cement, asbestos, timber, paints, oils, greases, bricks, firebricks, fireclay, potteries, pillars, angles, tees, railings, trusses, columns, glassware, hardware, brassware and other materials.
  - (c) Machineries of all kinds, tools, agriculture implements, weighbridges, tractors and sewing machines.
  - (d) Printing presses, types, papers, inks, stationery, books, cardboards and all kinds of printing materials.
- To carry on the business as food preserves including tinning foods stuffs, fruits, vegetables, pickles and other allied products and to establish, own, operate, acquire, run and manage canning factory for the purpose of packing, preserving and canning such articles and products.
- To purchase, acquire, keep, maintain, breed, sell or otherwise deal in all kinds of cattle, cows, buffaloes, poultry, game and livestock of all description.
- To carry on and work the business of cultivators, and buyers of every kinds of vegetable or other produce of the soil, to prepare, manufacture and tender marketable any such produce and to sell, dispose off and deal in any such produce either in its prepared, manufactured or raw state and either by wholesale or retail.
- \*7. To purchase, charter, hire, built or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ them in the carriage of merchandise of all kind of passengers and to carry on the business of owners of trucks, trams, torries, motor cars and of ship-owners and lightermen and owners of aircraft in all or any of their respective branches.
- To undertake financial and commercial obligations, transactions and operations of all kinds.

<sup>\*</sup> Carrying out activities under this clause have been approved vide Special Resolution passed on 15% July, 2009.

- To guarantee the performance of the obligitations of and the payment of dividends and interest on any stock, shares or sureties of any company, corporation, firm of person.
- To guarantee the payment of money unsecured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company or any authority, supreme, municipal, local or otherwise or of any persons whomsoever whether incorporated or not incorporated and generally to guarantee or become surities for the performance of any contract or obligation.

Provided that nothing herein contained shall be deemed to empower the Company to carry on the business of banking.

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

- \*11. To manufacture, prepare, process, repair, buy & sell, resell, export, import and marketing of all kinds of packaging articles made of plastics including high density polythylene, polyprothelene, low density polythylene and other types of plastic packaging goods and products, synthetic resins and compounds ancillary and auxiliary materials and derivatives, intermediates and compositions related thereto.
- \*12. To manufacture, process, import, export, market, trade and distribute all kinds of food products, fruit pulp, fruit juice, vegetables, canned and tinned processed foods, instant food of all kinds including beverages, tonics, aerated mineral water, ice creams other milk products and consumable provisions of every description for human or animal consumption.
- IV. The liability of the members is limited.
- \*\*V. The Authorized Share Capital of the Company is Rs.207.00,00,000/-(Rupees Two Hundred Seven Crores only) divided into 207.00,00,000 (Two Hundred Seven Crores) equity shares of Re. 1 each.

<sup>\*</sup>As per Special Resolution passed on 9th September, 1999.

<sup>\*\*</sup>As per Court order effective on 18th June 2010 and further as per Special Resolution passed on 31st August, 2010.

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

Name, address, desc and occupation of the Subscribers	ription No. of Equity Shares takes by each subscriber	n Subscriber	Name, address, description, occupation and Signature of the Witness
OMESH GOYAL     S/o Shri Prem Kumar     Kaithal Road,     Pehowa (Haryana)     Distt. Kurukshetra     Business,	Goyal Five hundred	d Sd/- Omesh Goyal	
LACHMI DAS AGGAR S/o Shri Gujar Mal 1-C/30, New Rohtak F New Delhi     Retired from Defence Civil Services.	load,	Sd/- Lachmi Das Aggarwal	Sd/- Prem Kumar Goyal S/o Shri Bishna Mal 2, Flag Staff Road, Delhi-110006 Business
<ol> <li>BERJESH K. GOYAL S/o Shri Prem Kumar e 2, Flag Staff Road, De Business.</li> </ol>	Goyal Shares thi-6	Seriesh K Goval	
<ol> <li>ROSHAN LAL GUPTA S/o Shri Salig Rem Shanti Niketan, Hira Singh Road, Ludhiana Business.</li> </ol>	Ten Shares	Sd/- Roshan Lal Gupta	
<ol> <li>A.N. GOYAL</li> <li>S/o Shri Bishna Mal</li> <li>S-115, Panchsheel Pa</li> <li>New Delhi</li> <li>Business.</li> </ol>	Five hundred Shares rk,	Sd/- A.N. Goyal	
<ol> <li>ANIL KUMAR GUPTA S/o Shri R.L. Gupta 51-8, East Friends Col New Delhi Business</li> </ol>	Ten Shares	Sd/- Anil Kumar Gupta	
<ol> <li>SUBASH CHANDER &amp; S/o Shri G.L. Kohli 153, Sector 22-A Chandigarn Engineer.</li> </ol>	OHLI Ten Shares	Sd/- Subash Chander Kohli	

Dated this 14th day of July, 1975.

## THE COMPANIES ACT, 2013 COMPANY LIMITED BY SHARES ARTICLES OF ASSOCIATION \*

#### **OF**

#### DABUR INDIA LIMITED

#### **PRELIMINARY**

1. The regulations contained in Table F of Schedule I of the Companies Act, 2013 (as amended from time to time) shall apply to the Company so far as they are not inconsistent with or repugnant to any of the regulations contained in these Articles.

Application of regulations contained in Table F

#### INTERPRETATION

2.. In the interpretation of these Articles, the following words and expression shall have the meanings assigned herein, unless repugnant to the subject or context hereof.

Interpretation Clause

"Act" means the Companies Act, 2013, to the extent notified, as amended from time to time and includes any re-enactment thereof, with all schedules and tables thereunder, as notified, with effect from the date of such notification in the official Gazette of India including all the rules, notifications, clarifications, orders and circulars issued there under including certain provisions of the Companies Act, 1956 as and where specified.

"Act"

"Annual General Meeting" means a General Meeting of the Members held in accordance with the provisions of Section 96 of the Act, and any adjournments thereof.

"Annual General Meeting"

"Articles" means these Articles of Association of the Company or as altered from time to time.

"Articles"

"Beneficial Owner" means a Person as defined under the Depositories Act and whose name is recorded as such with a Depository.

"Beneficial Owner"

"Bye Laws" means bye-laws made by a Depository under Section 26 of the Depositories Act, 1996.

"Bye-Laws"

"Depositories Act" means the Depository Act, 1996 (22 of 1996) including any statutory modification or re-enactment there of including all the rules, notifications, circulars issued thereof and for the time being in force.

"Depositories Act"

"Depository" means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.

"Depository"

"Director" means a member of the Board appointed in accordance with these

"Director"

Articles, including any additional and/ or alternate director.

<sup>\*</sup> The Articles of Association were adopted vide resolution passed by the members of the Company in the Annual General Meeting of the Company held on August 10, 2023.

"Dividend" includes interim Dividend. "Dividend" "Debenture" includes Debenture stock, bonds or any other instrument of a "Debenture" Company evidencing a debt, whether constituting a charge on the assets of the Company or not; Provided that— (a) the instruments referred to in Chapter III-D of the Reserve Bank of India Act, 1934; and (b) such other instrument, as may be prescribed by the Central Government in consultation with the Reserve Bank of India, issued by a company, shall not be treated as debenture. "Extra Ordinary General Meeting" means an extra ordinary general meeting of "Extra Ordinary the Members duly called in accordance with the provisions of Section 100 of the General Meeting" Act, and any adjournments thereof. "Independent Director" shall have the meaning ascribed to it in the Act. "Independent Director" "Key Managerial Personnel" means the Chief Executive officer or the Managing "Key managerial Director or the Manager; the Company secretary; Whole-time director; Chief personnel" Financial Officer; such other officer, not more than one level below the Directors who is in whole-time employment, designated as key managerial personnel by the Board; and such other officer as may be notified from time to time in the Rules. "Month" means a period of thirty days and a "Calendar month" means an English "Month" and Calendar Month. "Calendar Month" "Person" includes an individual, an association of persons or body of individual, "Person" whether incorporated or not and a firm. "Record" includes the records maintained in the form of books or stored in "Record" computer or in such other form or medium as may be determined by Regulations. "Register and Index of beneficial owners" maintained by a depository under "Register and Index of beneficial Section 11 of the Depositories Act shall be deemed to be the Register and Index of Members for the purpose of the Act and these Articles. owners" "Register of Members" or "Register" means the Register of Member to be kept "Register of the Members" in pursuance to the provisions of the Act. "Registered Office" or "Office" means the registered office for the time being of "Registered Office" the Company. "Seal" means the Common Seal for the time being of the Company. "Seal" "SEBI" means the, Securities and Exchange Board of India. "SEBI"

"SEBI Regulations" means the regulations issued by SEBI from time to time under

"Security(ies)" means the securities as defined in clause (h) of section 2 of the

the Securities and Exchange Board of India Act, 1992.

Securities Contracts (Regulation) Act, 1956.

"SEBI Regulations"

"Security"

"Shares" means the shares of the Company issued from time to time and carrying "Shares" the rights as set out in these Articles including preference shares and the Equity Shares; "Share Certificate" or "Securities Certificate" or "Certificate" means a "Share Certificate" certificate or such other written document as specified under the Act or prescribed or "Securities by SEBI from time to time, evidencing legal title or ownership of the securities of Certificate" or "Certificate" the Company as specified therein. "Stock Exchange" means the recognized stock exchange(s) where the securities of "Stock Exchange" Company are listed. "Secretary" means the Company Secretary of the Company appointed by the "Secretary" Directors to perform any of the duties of a Company Secretary as per the provisions of the Act. "The Board" or "The "The Board" or "The Board of Directors" "Board of Directors" or "Board", shall mean the board of Directors for the time being of the Company and shall Board of Directors" include a Committee thereof. "The Company" or "This Company" means DABUR INDIA LIMITED, a "The Company" company incorporated under the Companies Act, 1956. "The Registrar" means the Registrar of Companies of the State in which the "Registrar" Registered Office of the Company is for the time being situated. "Writing" shall include printing and lithography and any other mode or modes "Writing" representing or reproducing words in a visible forms. "Year" means the calendar year and "Financial Year" in relation to the Company "Year" and means the period starting from 1st day of April and ending on the 31st day of March "Financial year" every year. Words importing the masculine gender include the feminine gender. "Gender" Words importing the singular number include the plural number. "Singular number" "Words and Subject as aforesaid, any words and expressions defined in the said Act as modified up to the date on which these Articles become binding on the Company shall, Expressions defined except where the subject or context otherwise requires, bear the same meaning in in the Companies these Articles. Act"

Word and concepts not defined in these articles shall have the same meaning as defined under Section 2 of the Act and Rules made there under.

"Word to have same meaning as under the Act and Rules"

3. The marginal notes shall not affect the construction hereof and in these presents unless there be something in the subject or context, inconsistent therewith.

"Marginal Notes"

#### **PUBLIC COMPANY**

4. The Company is a Public Company in terms of sub-section 71 of Section 2 of the Act.

#### **SHARE CAPITAL**

5. The authorized share capital of the Company shall be such amount and be divided into such Shares as may, from time to time, be provided in Clause V of the Memorandum of Association, each Share with rights, privileges and conditions attached thereto as are provided by these Articles for the time being, and with the power to increase, consolidate, divide, sub-divide, cancel and reduce the share capital of the Company and to convert Shares into stocks and re-convert that and to divide the Shares for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with these Articles and to vary, modify, amalgamate or abrogate any such rights, privileges in such manner as may for the time being be provided in these Articles and in accordance with the Act.

Share Capital

6. Subject to the provisions of the Act and these Articles, the Shares shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such Persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Shares under control of Director

7. The shares may be issued by the Board of Directors at a discount in compliance of Section 53 of the Act.

Issue of shares at a discount

8. In addition to, and without derogating from the power for that purpose conferred on the Board of Directors under these Articles, the Company in a General Meeting may, subject to the compliances of Sections 42 and 62 of the Act as the case may be and Rules issued there under, determine to issue further Shares out of the authorized but unissued share capital of the Company and may determine that any Shares shall be offered to such Persons (whether Members or holders of Debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par, as such General Meeting shall determine and with full power to give any Person (whether a Member or holder of Debentures of the Company or not) option to be exercisable at such times and for such consideration as may be directed by such General Meeting and subject to such other provisions whatsoever as the case may be, stipulated by the General Meeting, for the issue, allotment or disposal of any Share.

Power of General Meeting to offer Shares to such Persons as the Company may resolve.

9. Subject to the provisions of the Act and these Articles, the Board of Directors may allot and issue Shares in the place of payment or part repayment for any property or assets of any kind whatsoever (including the good-will of any business) sold or transferred or goods or machinery or know-how supplied or for services rendered to the Company either in about the formation or promotion of the Company or the conduct of its business and any Shares which may be so allotted may be issued as fully paid up or partly paid up otherwise than for cash and if so issued shall be deemed to be fully paid up or partly paid up Shares as aforesaid. The Board of Directors shall cause returns to be filed of any such allotment as may be required under the provisions of the Act.

Directors may allot Shares as fully paid up or partly paid up Shares.

10. The Company be and is hereby empowered to issue Sweat Equity Shares and shares under the Employee Stock Option Plan subject to the provisions Section 53, 54 and 62 of the Act and Rules issued thereunder, guidelines and regulations issued by SEBI and other laws as applicable. As regards all allotments, from time to time made, the Board of Directors shall duly comply with Section 39 of the Act.

Employee Stock Options/Sweat Equity Shares

11. The Shares shall be numbered progressively according to their several denominations.

Shares to be numbered progressively 12. The money (if any) which the Board of Directors shall, on the allotment of any Shares being made by them, require or direct to be paid by way of deposits, call or otherwise in respect of any Shares allotted by them, immediately on the insertion of the name of the allottee in the Register of Members as the holder of such shares, shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by such allottee accordingly.

Deposit and calls etc. /to be a debt payable immediately.

13. If by the conditions of allotment of any Share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall when due, be paid to the Company by the Person who for the time being and from time to time shall be the registered holder of the Share or his legal representative / executor / administrator.

Installments on shares to be duly paid

14. Except when required by law or ordered by a court of competent jurisdiction, the Company shall not be bound to recognize any person as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) in equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles or as ordered by a court of competent jurisdiction or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

Company not bound to recognize any interest in shares other than that of the registered holder.

15. Subject to conditions prescribed in these Articles, none of the funds of the Company shall be applied in the purchase of any Shares of the Company and itself not give, directly or indirectly, any financial assistance, whether by way of a loan, guarantee, provision of security or otherwise, for or in connection with the purchase or subscription of any Shares in the Company or in its holding company save as provided by provisions of the Act.

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

This Article shall not be deemed to affect the power of the Company to enforce repayment of loans to members or to exercise a lien conferred by Article 41.

#### UNDERWRITING AND BROKERAGE

16. The Company may, subject to the applicable provisions of the Act, at any time pay a commission to any Person in consideration of his/her subscribing or agreeing to subscribe or such Person procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any Shares or Debentures or debenture-stock or other securities of the Company, but the rate of such commission shall not exceed the permissible rates under the provisions of the Act. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or Debentures or partly in the one way and partly in the other. The Company may also on any issue of Shares or Debentures, pay such brokerage as may be lawful.

Commission for placing shares, debentures, etc.

#### LIEN

- 17. (i) The Company shall have a first and paramount lien—
  - (ii) 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
  - (iii) on all Shares (not being fully paid Shares) standing registered in the name of a single person, for all monies presently payable by him/her or his/her estate to the Company:

Provided that the Board of Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article.

- (iv) The Company's lien, if any, on a Share shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares.
- (v) The Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien:

Provided that no sale shall be made—

- (vi) unless a sum in respect of which the lien exists is presently payable;or
- (vii) until the expiration of fourteen (14) 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 the person entitled thereto by reason of his death or insolvency.
- (viii) To give effect to such sale, the Board of Directors may authorise some person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. 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 in reference to the sale.
- (ix) The net proceeds of the sale after payment of the costs of the sale shall be received by the Company and applied or towards payment or such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for debts or liabilities 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.
- (x) 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 recognise 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.
- (xi) The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

#### **CERTIFICATES**

(i) Subject to compliance with the Act and SEBI Regulations, every Person whose name is entered as a Member in the Register of Members shall be entitled to receive within two (2) months after incorporation, in case of subscribers to the Memorandum of Association or after allotment or within one (1) month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

18.

Share Certificates.

- (a) one Certificate for all his/her Shares without payment of any charges; or
- (b) if the Board so approves, several Certificates, each for one or more of his/her Shares, upon payment of fifty (50) rupees for each certificate after the first or such lesser fees as determined by the Board.
- (ii) Every Certificate shall specify the Shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.
- (iv) Particulars of every certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued indicating the date of issue.
- 19. The Board of Directors may in their absolute discretion refuse sub-division of Share/Debenture certificate where such sub-division will result in the issue of certificate for number of Shares and/or Debentures which is less than the marketable lot, unless the sub-division is required to be made to comply with a statutory provision or an order of a competent court of law.

20.

Right to refuse to issue share / debenture Certificate not in consonance with marketable lot.

(i) If any certificate of any share or shares be surrendered to the Company for Sub-division or consolidation or if any certificate be defaced, torn or old, decrepit, worn-out or where the cages in the reverse for recording transfers have been fully utilised, then upon surrender thereof to the Company, the Board may order the same to be cancelled and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Board, and on such indemnity as the Board thinks fit being given, a new certificate in lieu thereof shall be given to the party entitled to the shares to which such lost or destroyed certificate shall relate.

As to issue of new Certificate

- (ii) When a new share certificate has been issued in pursuance of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Issued in lieu of Share Certificate No. \_\_\_\_\_\_". The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate.
- (iii) The Company shall not charge any fee for registration of transfer of shares and Debentures, sub-division or consolidation of shares and debenture certificates, letter of allotment and split, consolidation, renewal and issue of pucca transfer receipts into denominations corresponding to the market units of trading; for subdivision of renounceable letter of right; for issue of new certificates in replacement of those which are old, decrepit or worm out of where the cages on the reverse for recording transfers have been fully utilised; for registration of any Attorney, probate, letters of administration or similar other documents.

Provided further that the Company will not charge any fees exceeding those which may be agreed upon with the Stock Exchange(s) where Shares / Debentures are listed for issue of new certificate in replacement to those that are torn, defaced, lost or destroyed; for sub-division and consolidation of share and debenture certificates and for sub-division of letters of allotment and split, consolidation, renewal and issue of pucca transfer receipts into denomination other than fixed for the market units of trading.

- (iv) Where a new share certificate has been issued in pursuance of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificate indicating against the names of the persons to whom the certificate is issued the number and date of issue of the share certificate in lieu of which the new share certificate is issued, and the necessary, changes indicated in the Register of Members by suitable cross reference in the "Remarks" column. All entries made in the Register of Renewed and Duplicate Certificate shall be authenticated by the Secretary or such other person as may be authorized by the Board for this purpose.
- (v) All blank forms to be issued for share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank form shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appoint for the purpose, and the Secretary or other persons aforesaid shall be responsible for rendering an account of these forms to the Board.
- (vi) All the books and documents referred to in this Article shall be preserved in good order permanently.
- 21. Every endorsement upon a share certificate in favour of any transferee thereof shall be signed by such person for the time being authorized by the Board of Directors in that behalf.

Endorsement of Certificate.

22. The Board shall comply with requirements of section 46 and prescribed rules made under the said Act and requirements of any Stock Exchange relating to the issue and execution of share certificates. The provisions of these Articles relating to the issue and execution of share certificates shall *mutatis mutandis* apply to Debentures of the Company.

Board of Directors to comply with the Act and the rules/ Stock Exchanges.

#### **CALLS**

23. 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:

Calls

Provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call.

24. Each Member shall, subject to receiving at least fourteen (14) 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/her Shares.

Payment on call by a member

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

Revocation of Call

26. 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 installments.

Call when deemed to have been made

27. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

Liability of members registered jointly in respect of shares

28. (i) If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon at the rate of 18 percent per annum, from the day appointed for payment thereof to the time of actual payment or at such lower rate as the Board may determine.

When interest on call payable

- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 29. (i) Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

Amount payable at fixed times

- (ii) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 30. The Board—

Payment of call in advance

- (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 not exceeding 8 percent per annum as may be agreed upon between the Board and the Member paying the sum in advance. Money so paid in advance shall not rank for dividends or participate in the profits of the Company. The Board may at any time, repay the amount so advanced upon giving to such members not less than three months' notice in writing.
- 31. Subject to the provisions of Section 95 of the Act, on the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any debt or money claimed to be due to the Company in respect of his shares it shall be sufficient to prove that the name of the defendant is or was when the claim arose, on the Register as a member or one of the members, in respect of the share for which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Board who made any call nor that a quorum was present at the Board Meeting at which any call was made nor that the meeting at which any call was made duly convened or constituted, nor any other matter whatsoever, but the proofs of the matters aforesaid shall be conclusive evidence of the debt.

Evidence in action by Company against a member

The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

#### FORFEITURE AND SURRENDER

32. If any Member fails to pay the whole or any part of any call or installment, any money due in respect of any Shares either by way of principal or interest, on or before the day appointed for the payment of the same, the Board of Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other money as aforesaid remain unpaid, or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or

If call or installment not paid notice may be given.

on the person (if any) entitled to the Shares by transmission, requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment.

33. The notice aforesaid shall—

Terms of notice.

- (a) name a further day (not being earlier than the expiry of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (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.
- 34. If the requirements of any such notice as aforesaid shall not be complied with, any of the Shares in respect of which such notice has been given, may, at any time thereafter but before payment of all calls or installments, interest and expense and other monies due in respect thereof, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

Shares to be forfeited in default of payment.

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

Entry of forfeiture in register of Members.

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

Forfeited Shares to be property of the Company

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

Board of Directors may annul forfeiture

38. Any person whose Shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest, expenses and other moneys owing upon or in respect of such Shares, at the time of the forfeiture together with interest thereon from the time of the forfeiture until actual payment, at such rates as the Board of Directors may determine. The Board of Directors may, and shall be under no obligation to do so, enforce the whole or a portion of the payment, as if it were a new call made at the date of the forfeiture.

Share holder still liable to pay money owing at the time of forfeiture and interest.

39. The forfeiture of a Share shall involve the extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company in respect of the Shares forfeited and all other rights incidental to such Shares, except those rights as are expressly saved by these Articles.

Effect of forfeiture.

40. The Board of Directors may, subject to the provisions of the Act, accept the surrender of any Shares from or by any Member desirous of surrendering them, on such terms as they think fit.

Surrender of shares

41. (i) For the purpose of enforcing the aforesaid lien on the partly paid- up shares, the Board of Directors may sell the Shares, subject to the terms hereof, in such manner as they shall think fit. However, no sale shall be

Enforcement of lien by sale

consummated, unless the sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such Member, his executors or administrators or his committee, or other legal representatives as the case may be, and a default shall have been made by him or them in the payment of such sums payable as aforesaid, for a period of seven (7) days from the date of notice.

- (ii) To give effect to any such sale, the Board may authorize any person to transfer the Shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the Shares comprised in any such transfer. Upon any such sale as aforesaid, the certificates in respect of the Shares sold, shall stand cancelled and become null and void and of no effect and the Board of Directors shall be entitled to issue a new certificate or certificates in lieu of the sale to the purchaser or purchasers concerned.
- 42. The net proceeds of any such sale, after payment of the costs of such sale, shall be applied in or towards the satisfaction of the debts, liabilities or engagements of the defaulting Member and the residue, (if any) shall, subject to a like lien for sums not presently payable as existed upon the Shares before the sale, be paid to such Member or the person (if any) entitled by transmission to the Shares so sold.

Application of proceeds of sale.

43. A duly verified declaration in writing that the declarant is a Director, a manager or the secretary of the Company and that a Share in the Company has been duly forfeited on a date stated in such declaration, shall be conclusive evidence of the facts stated therein, as against all persons claiming to be entitled to the Share.

Verification of forfeiture.

44. Upon any sale after forfeiture or for enforcing a lien in the exercise of the powers herein before given, the Board may appoint a person to execute an instrument of transfer of the Share sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares so sold, and the Company may receive the consideration, if any, given for the Share on any sale, re-allotment or other disposition thereof and the person to whom such Shares are sold, re-allotted or disposed off, may be registered as the holder of the Share and he shall not be bound to see to the application of the consideration/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 other disposal of the Share, and after his name has been entered in the Register of Members in respect of such sold Shares, the validity of the sale shall not be impeached by any person, and the remedy of any Person aggrieved by the sale shall be in damages only and against the Company exclusively.

Title of purchase of forfeited share of shares sold in exercise of lien.

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

Board may issue new certificate or credit the shares in the Demat account of persons entitled thereto.

#### TRANSFER OF SHARES

46. Subject to compliance of and to the extent permissible under the Companies Act, 2013 and SEBI Regulations, the Board may register transfer / transmission of securities of the Company held in physical form and the said transfer / transmission shall be governed by these Articles.

Board to accept transfer / transmission of physical shares. 47. The instrument of transfer of any Shares shall be in such form as may be prescribed under the Act and in writing, and all the applicable provisions of the Act for the time being in force shall be duly complied with, in respect of all transfers of Shares and the registrations thereof.

Form of Transfer.

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

Instrument of transfer to be executed by the transferor and transferee.

49. The Company shall not register a transfer of Shares in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company, along with the certificate relating to the Shares, unless no such share certificate is in existence along with the letter of allotment of the Shares, in which case, an application in writing may be made to the Company by the transferee and bearing the stamp required for an instrument of transfer, such that it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee, has been lost. The Company may register the transfer on such terms as to indemnity as the Board may think fit provided further that nothing in these Articles shall prejudice the power of the Company to register as shareholder any person to whom the right to any Shares in the Company has been transmitted by operation of law.

Transfer not to be registered except on production of instrument of transfer.

50. Application for the registration of transfer of a share may be made either by the transferor or transferee, however, where the application has been made by the transferor, the Board shall not register a transfer of partly paid shares, unless the company has given a notice to the transferee and the transferee has given no objection to the transfer within two weeks from the date of receipt of notice.

Transfer of partly paid shares

51. The Board, after giving sufficient cause, may refuse to register the transfer of securities within a period of thirty days from the date on which the instrument of transfer or the intimation of transmission, as the case may be, was delivered to the company.

Refusal for transfer

52. (a) Subject to the provisions of the Act and other restrictions contained in these Articles, if any, the shares of the Company shall be freely transferable provided that no transfer shall be made to a person of unsound mind except as permitted under the Act or any other applicable law.

Transfer of shares

- (b) No fee shall be charged for any registration under the transmission clause hereinafter contained and also upon the registration of any transfer.
- (c) Every instrument of transfer shall be left at the office duly stamped for registration, accompanied by the certificate of shares proposed to be transferred and such other evidence as the Board of Directors may require to prove the title of the transferor or his right to transfer the share(s). The Board of Directors may waive the production of the certificate upon satisfactory evidence tendered to them of its loss or destruction.
- (d) All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board of Directors may decline to register shall (except in any case of fraud) be returned to the person depositing the same.

- (e) The transfer books and the register of members may be closed for such period as may be determined by the Board, immediately preceding the Annual General Meeting every year.
- (f) (i) On the death of a member, the survivors where the member was a joint holder and his legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares.
  - (ii) Nothing in the above clause shall release the estate of a deceased joint holder from any liability in respect of any share(s) which had been jointly held by him with other persons.

#### NOMINATION OF SHARES

53. i) Notwithstanding anything contained hereinabove, every shareholder of the Company may at any time, nominate, in the prescribed manner, a person to whom his shares in the Company shall vest in the event of his death.

Nomination of Shares.

ii) Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares in the company, shall vest in the event of death of all the joint-holders. Nomination in case of Joint Holders.

- iii) Notwithstanding anything contained in any other law for the time being in force or in any deposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the shareholder or as the case may be, on the death of the joint holders become entitled to all the rights in such shares, to the exclusion of all other persons, and unless the nomination is varied or cancelled in the prescribed manner.
- iv) Where the nominee is a minor, it shall be lawful for the holder of the shares, to make the nomination to appoint in the prescribed manner, any person to become entitled to shares in the Company, in the event of his death, during the minority.

#### TRANSMISSION OF SHARES

54. 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

Transmission Article

- (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.
- 55. i) 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.
  - ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
  - iii) All the limitations, restrictions and provisions of these Articles relating to the right to transfer 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.

56. i) A nominee, upon production of such evidence as may be required by the Board, and subject to the provisions hereinafter provided, elect either:

Transmission of shares by a Nominee

- (a) himself/herself to be registered as holder of the Share; or
- (b) to make a transfer of the Share or Debenture, as the deceased shareholder or debenture holder, as the case may be, could have made.
- ii) If the nominee elects to be registered as holder of the Share himself/herself, as the case may be, he/she shall deliver or send to the Company, a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or the debenture holder, as the case may be.
- A Person, upon becoming entitled to a Share/ Debenture by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he/she would be entitled to, if he/she were the original registered holder of the Share/ Debenture, except that he/she shall not, before being registered as a Member in respect of his Share or Debenture, be entitled in respect of such Share/ Debenture, to exercise any right conferred by Membership in relation to meetings of the Company.

Rights of persons entitle to shares under the Transmission Article

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself/herself or to transfer the Share and if the notice is not complied with by such nominee within ninety (90) days from the date of notice, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of such Share/Debenture, until the requirements of the notice have been complied with.

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

Persons entitled may receive dividend without being registered as Member.

59. Every transmission of a Share shall be verified in such manner as the Board of Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Board of Directors at their discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the Board of Directors to accept any indemnity.

Board may require evidence of transmission.

60. The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of Shares made or purporting to be made upon production of valid documents of transfer by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right title or interest (to or in such Shares), notwithstanding that the Company may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided by Section 89 of the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest of any person, or be under any liability whatsoever for refusing or neglecting so to do, though it

Company not liable for disregard of a notice prohibiting registration of transfer. may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board of Directors so think fit.

61. The Company shall keep a book called the "Register of Transfer" and therein shall be fairly and distinctly entered the particulars of every transfer and transmission of any Share in the Company.

Register of transfers.

62. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any shares or other securities or whose name appears as the Beneficial owner of shares or other securities in the records of Depository, as the absolute owner thereof.

Beneficial ownership of shares

#### **DEMATERIALISATION OF SECURITIES**

- 63. (a) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its Securities and to offer Securities in a dematerialized form pursuant to the provisions of the Depositories Act and the rules framed thereunder.
  - (b) Securities in depositories to be in fungible form:
  - (i) All Securities held by a Depository shall be dematerialized and shall be in fungible form.
  - (ii) Nothing contained in Sections 89 of the Act shall apply to a Depositor in respect of the Securities held by it on behalf of the Beneficial Owners.
  - (c) Section 45 of the Act not to apply: Nothing contained in the Act or these Articles regarding the necessity of having distinctive number for Securities issued by the Company shall apply to securities held in a depository.
- 64. Option to receive Security Certificates or hold Securities with depository:
  - (a) Subject to compliance with the Act and SEBI Regulations, every person subscribing to Securities offered by the Company shall have the option to receive the Security Certificates or to hold the Securities with a Depository.
  - (b) Where a person opts to hold the security of the Company with the Depository, the Company shall intimate such Depository the details of allotment of the Security and on receipt of such information the Depository shall enter in its record the name of the allottees as the Beneficial Owner of such Security(ies).
  - (c) Rights of Depositories And Beneficial Owners:
  - (i) Notwithstanding anything to the contrary contained in the Articles or any other law for the time being in force, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of the Security on behalf of the Beneficial Owner.
  - (ii) Save as otherwise provided in (i) hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of Securities held by it.
  - (iii) Every person holding Securities of the Company and whose name is entered as a Beneficial Owner in the records of the Depository shall be

deemed to be a Member of the Company. The Beneficial Owner shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of his Securities held by a Depository.

#### (d) Depository to furnish information:

Every Depository shall furnish to the Company, information regarding the transfer of Securities in the name of the Beneficial owners at such interval and in such manner as may be specified by the Bye Laws and the Company in that behalf.

- (e) Notwithstanding anything in the Act or these Articles to contrary where Securities are held in a depository the records of beneficial ownership may be served by such depository on the Company means of electronic mode or by delivery of floppies or discs.
- (f) Notwithstanding anything contained in the Act or these Articles, where securities are dealt within a Depository, the Company shall intimate the details of allotment of securities thereof to the depository immediately on allotment of such securities.
- (g) Option to opt out in respect of any security.
- (i) If a Beneficial Owner seeks to opt out of a Depository in respect of any Security if permitted by law, the Beneficial Owner shall inform the Depository accordingly.
- (ii) The Depository shall on receipt of an intimation as above, make appropriate entries in its records and shall inform the Company.
- (iii) The Company shall within the prescribed time from the receipt of intimation from the Depository and on fulfillment of such conditions and on payment of such fees as may be specified by these Articles, issue the certificate of securities to the Beneficial Owner of the transferee as the case may be.
- 65. Nothing contained in section 56 of the Act, shall apply to transfer of Securities effected by the transferor and the transferee both of whom are entered as Beneficial Owner in the record of the Company.
- 66. The Register and Index of Beneficial Owners, maintained by a Depository shall be deemed to be the Register and Index of members and security holders, as the case may be for the purpose of these Articles.
- 67. Save as otherwise herein provided, the Company shall be entitled to treat the Person whose name appears on the Register of Members as the holder of any share, as also the Beneficial Owner of the shares in the records of the Depository as the absolute owner thereof as regards the receipt of dividends or bonus or the service of notices and all other matters connected with the Company and accordingly, the Company shall not except as ordered by a Court of competent jurisdiction or as required by law be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

Notwithstanding anything in the Act or these Articles, where securities are dealt with in a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

#### CONVERSION OF SHARES INTO STOCK

68. The Company in its General Meeting may alter its Memorandum to: Conversion of shares into stock and

(a) convert all or any of its fully Paid-Up Shares into stock; and

reconversion.

- (b) re-convert any stock into fully Paid-Up Shares of any denomination.
- 69. The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the Shares from which the stock arose, might before the conversion, have been transferred, or as near thereto as circumstances admit, provided that, the Board may from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of shares from which the stock across.

Transfer of stock.

70. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting and 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 as regard dividends, participation in the profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

Right of Stock holders.

71. Such of the regulations of the Company (other than those relating to share warrants) as are applicable to Paid-Up Shares shall apply to stock and the words "Share" and "Shareholders" in these Articles shall include stock and stockholders respectively.

Articles to apply to stocks.

#### INCREASE, REDUCTION AND ALTERATION OF CAPITAL

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

Increase of Capital.

- 73. Subject to the provisions of Section 61 of the Act, the company may, by ordinary resolution in its General Meeting,-
  - (a) increase its authorized share capital by such amount as it thinks expedient;
  - (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
  - (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;
  - (d) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the memorandum;
  - (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 and diminish the amount of its share capital by the amount of the Shares so cancelled.
- 74. The resolution whereby any share capital is sub-divided may determine that as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others, subject, nevertheless to the applicable provisions of the Act.

Sub-division into preference and ordinary

- 75. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law -
  - (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account.
- 76. Subject to any special rights or privileges for the time being attached to any shares in the capital of the Company then issued, the new shares may be issued upon such terms and conditions and with such rights and privileges attached thereto as the general meeting resolving upon the creation thereof, shall direct, and if no direction be given, as Board shall determine, and in particular, such shares may be issued with a preferential or a qualified right to dividends and in the distribution of the assets of the Company.

On what conditions new shares may be issued

77. (1) Where at any time, the Company proposes to increase its subscribed capital by the issue of further Shares, such Shares shall be offered –

Right of Equity Shareholders to further issue of Capital.

- (a) to persons who, at the date of the offer, are holders of equity Shares of the Company in proportion, as nearly as circumstances admit, to the paid-up share capital on those Shares by sending a letter of offer subject to the following conditions, namely:
  - (i) the offer shall be made by notice specifying the number of Shares offered and limiting a time not being less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
  - (ii) subject to the provisions of these Articles the offer aforesaid 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; and the notice referred to in clause (i) herein above shall contain a statement of this right;
  - (iii) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the Shares offered, the Board of Directors may dispose of them in such manner which is not dis-advantageous to the shareholders and the Company;
- (b) to employees under a scheme of employees' stock option, subject to shareholders' approval and subject to such conditions as may be prescribed under the Act and any other law in force at the time, including the conditions set out under the employees' stock option guidelines issued by the SEBI (as may be applicable); or
- (c) to any persons, if it is authorized by a special resolution, whether or not those persons include the persons referred to in clause (a) or clause (b) hereinabove, either for cash or for a consideration other than cash by way of preferential offer or private placement,, if the price of such Shares is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed under the Act and rules framed thereunder and applicable provisions of SEBI Regulations.

78. Nothing in the Article above shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the Debentures issued or loan raised by the Company to convert such Debentures or loans into Shares in the Company:

> Provided that the terms of issue of such Debentures or loan containing such an option have been approved before the issue of such Debentures or the raising of loan by a special resolution passed by the Company in a General Meeting.

79. (1) Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new Shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, voting or otherwise.

Further issue of Capital to be governed by same rules.

- (2) Subject to the provisions of the Act and the rules framed thereunder, the Company shall have the power to issue preference shares (cumulative or noncumulative) of one or more classes which are, or at the option of the Company, liable to be redeemed within twenty (20) years from the date of issue, convertible into equity shares at a premium or otherwise and the redemption may, subject to the provisions of the Article hereof and the Act and rules framed thereunder, be effected in the manner decided by the Board of Directors at the time of its issue and subject to the provisions of the Act and SEBI Regulations.
- (3) On the issue of redeemable Preference Shares under the provisions of subclause (2) herein above, the following provisions shall take effect:
  - (a) no such Shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of the fresh issue of Shares made for the purpose of redemption.
  - (b) no such Shares shall be redeemed unless they are fully paid;
  - (c) the premium if any payable on redemption must have been provided, for out of the profits of the Company or the Company's Securities Premium Account before the Shares are redeemed;
  - (d) where any such Shares proposed to be are redeemed out of the profits of the Company there shall, out of the profits, transfer a sum equal to the nominal amount of the Shares to be redeemed, which would otherwise have been available for dividend, to a reserve fund, to be called the "Capital Redemption Reserve Account", and the provisions of the Act relating to the reduction of the Shares Capital of the Company shall except as provided in section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company

80. The Company may, subject to the provisions of the Act, from time to time by special resolution reduce its share capital and in particular may pay off any paid up share capital upon the footing that it may be called up again or otherwise and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its Shares accordingly. Provided that no such reduction shall be made if the Company is in arrears in the repayment of any deposits it may have accepted, or the interest payable thereon.

Reduction of Capital.

81. The right conferred upon the holders of Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further

Issue of further paripassu shares not to affect the rights of

#### MODIFICATION OF RIGHTS

82. If at any time the share capital is divided into different classes, the rights attached to any class of Shares (unless otherwise provided by the terms of issue of the Shares of that class) may, subject to the provisions of the Act, be modified, commuted, affected, abrogated or varied (whether or not the Company is being wound up) with the consent in writing of the holders of not less than three fourths of the issued Shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class and all the provisions hereinafter contained as to General Meeting shall *mutatis mutandis* apply to every such meeting.

Rights attached to class of Shares may be varied.

#### **JOINT HOLDERS**

- 83. Where two or more persons are registered as the holders of any Share they shall be deemed to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions in the Articles;
  - (a) The Company may be entitled to decline to register more than three (3) persons as the joint holders of any Share(s).
  - (b) The joint holders of any Share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such Share.
  - (c) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the Share but the Board of Directors may require such evidence of deaths they may deem fit and nothing herein contained shall be taken to release the estate of deceased joint holder from any liability in respect of the Shares held by him jointly with any other person.
  - (d) Only the person whose name stands first in the Register of Members may give effectual receipts for any dividends or other moneys payable in respect of such share.
  - (e) Only the person whose name stands first in the Register of Members as one of the Joint holders of any Share shall be entitled to delivery of the Certificate relating to such Share or to receive documents) from the Company and any documents served on or sent to such person shall be deemed service on all the joint holders.
  - (f) Any one of two or more joint holders may vote at any meeting either personally or by proxy in respect of such Shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy than that one of such persons so present whose name stands first or higher (a the case may be) on the Register in respect of such Shares shall be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting provided always that joint holders present at any meeting personally shall be entitled to vote in preference to a joint holder present by proxy although the name of such joint holder present by proxy stands first or higher in the Register in respect of such Shares, several executors or administrators of a deceased Member in whose (deceased Member's) sole name any Share stands shall for the purposes of this

sub-clause be deemed joint holders.

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

- 84. (a) Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a Share in the Company, but who does not hold the beneficial interest in such share shall, within such time and in such form as prescribed under the Act, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such Share in such manner as may be required under the provisions of the Act.
  - (b) A person who holds a beneficial interest in a Share or a class of Shares of the Company, shall within the time prescribed under the Act after his becoming such Beneficial Owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of the company and such other particulars as may be required under the provisions of the Act.

Whenever there is a change in the beneficial interest in the Share referred to above, the Beneficial Owner shall within a period of thirty (30) days from the date of such change make a declaration to the Company in such form and containing such particulars may be required under the provisions of the Act.

Notwithstanding anything contained in the provisions of the Act and the Articles hereof, where any declaration referred to above is made to the Company the Company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration a return in the prescribed form with the Registrar with regard to such declaration.

85. Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68 to 70 of the Act and any other applicable provision of the Act and rules there under or any other law for the time being in force, the Company may purchase its own shares or other specified Securities.

Buy-back of shares.

#### **BORROWING POWERS**

86. Subject to the provision of Section 180 (1) (c) of the Act (as may be applicable) and these Articles and without prejudice to the other powers conferred by these Articles, the Board of Directors shall have the power from time to time at their discretion, by a resolution passed at a meeting of the Board and not by circular resolution, to borrow monies.

Power to borrow.

87. Subject to the provisions of the Act (as may be applicable) and these Articles, the Board of Directors may by a resolution passed at a meeting of the Board and not by circular resolution, secure the payment of such sum or sums in such manner and upon such issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage or charge or other security on the undertaking of the whole or any part of the property, undertaking of the company (both present and future). Provided that consent of the Members by way of special resolution would be necessary for security to be created on whole or substantially whole of the undertaking. For the purposes of this Article:

Conditions on which monies may be borrowed.

(i) "undertaking" shall mean an undertaking in which the investment of the company exceeds twenty per cent of its net worth as per the audited balance sheet of the preceding financial year or an undertaking which generates twenty per cent. of the total income of the company during the previous financial year;

- (ii) the expression "substantially the whole of the undertaking" in any financial year shall mean twenty per cent or more of the value of the undertaking as per the audited balance sheet of the preceding financial year .
- 88. Any bonds, Debentures, debenture-stock or other Securities issued or to be issued by the Company, shall be under the control of the Board of Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

Bonds, debentures, etc. to be subject to control of Directors.

89. The provisions in these Articles pertaining to transfer of shares shall, mutatismutandis apply to transfer of debentures, debenture-stock, bonds or other securities.

Transfer of securities

90. Subject to the provisions of the Act and these Articles, any bond, Debentures, debenture stock or other Securities, may be issued at par, premium or otherwise and with any special rights, privileges and conditions as to redemption, surrender, drawings, allotment of Shares, attending (but not voting) at a General Meeting, appointment of Directors or otherwise. Provided that the Debentures with the right to allotment of or conversion into Shares shall not be issued except with the sanction of the Company in a General meeting.

Condition on which bonds, debentures, etc. may be issued.

91. The Board shall cause a proper Register to be kept in accordance with the provisions of the Act, of all mortgages, Debentures and charges specifically affecting the property of the Company including all floating charges on current assets of the Company and fixed charges on the undertaking or any property of the Company, and shall cause the requirements of the Act in relation to charges be duly complied with.

## **DEBENTURES**

92. The Company shall have the power to issue debentures whether convertible or non-convertible, and whether linked to issue of equity shares or not, among Members, but in exercising, this power, provisions of these Articles and the Act and any statutory modifications thereof shall be complied with.

## **GENERAL MEETINGS**

93. Subject to the provisions of the Act, the Company shall, in addition to any other meeting, hold a General Meeting (hereinafter called "Annual General Meeting") at the intervals and in accordance with the requirement of the Act and unless permitted under the Act, not more than fifteen (15) months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that if the Ministry of Corporate Affairs / Registrar/ SEBI for any special reason, extends the time within which any Annual General Meeting shall be held, then such Annual General Meeting may be held within such extended period.

Annual General Meeting.

94. The Board of Directors may call an Extraordinary General Meeting whenever they think fit.

Board of Directors may call Extra-Ordinary General Meeting.

95. (1) The Board of Directors shall at the requisition made by such number of Members who hold, on the date of the receipt of the requisition, not less than one-tenth of such of the paid-up share capital of the Company as on that date

Board of Directors call Extra-ordinary General Meeting on carries the right of voting, proceed duly to call an Extraordinary General Meeting of the Company and the provisions the Act and the provisions of the Articles herein below contained shall be applicable to such Extraordinary General Meeting in accordance with the applicable provisions of the Act.

requisition.

- (2) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the Registered Office of the Company.
- (3) The requisition may consist of several documents of the like form each signed by one or more requisitionists.
- (4) Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (1) above shall apply separately in regard to each such matter, and the requisition shall accordingly be valid only in respect of those matters in regard to which the conditions specified in that clause are fulfilled.
- (5) If the Board of Directors do not, within twenty one days form the date of the receipt of a valid requisition in regard to any matter, proceed duly to call a meeting for the consideration of those matter, on a day not later than forty five days from the date of the receipt of the requisition, the meeting may be called by the requisitionists themselves within three months from the date of the requisition.
- (6) Any meeting called under this Article by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board.
- (7) Where two or more persons hold any shares jointly, a requisition or notice calling the meeting, signed by one or only some of them shall for the purpose of this Article, have the same force and effect as if it had been signed by all of them.
- (8) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company and any sum so and the sums so paid shall be deducted from any fee or other remuneration under section 197 payable to such of the Directors who were in default in calling the meeting.
- 96. (1) A General Meeting of the Company may be called by giving not less than clear twenty one days' notice in writing or by electronic mode in the manner set out under the Act.

Notice of Meeting.

- (2) However, the General Meeting may be called after giving a shorter notice (i.e. lesser than 21 days), if the consent is accorded thereto in writing or by electronic mode by not less than such number of members as prescribed under the Act.
- 97. (1) Every notice of a meeting of the Company shall specify the place, the date and hour of the meeting and shall contain a statement of the business to be transacted at such General Meeting.

Content of Notice.

- (2) In every notice there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a Member of the Company.
- (3) The business at a general meeting shall also include any resolution by members

of which notice is given in accordance with Section 111 of the Act.

98. (1) In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special, with the exception of business relating to:

Special Business.

- the consideration of the financial statements including balance sheet and the profit and loss account statements and the report of Board of Directors and the auditors.
- (ii) the declaration of dividend.
- (iii) the appointment of and the fixing of the remuneration of the auditors.
- (iv) the appointment of Directors in the place of those retiring.
- (2) In the case of any other meeting all business shall be deemed special.
- (3) Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting, a statement setting out all material facts concerning each item of special business to be transacted at a General Meeting, shall be annexed to the notice calling such meeting, namely:
  - (a) the nature of concern or interest, financial or otherwise, if any, in respect of each items of—
  - (i) every director and the manager, if any;
  - (ii) every other key managerial personnel; and
  - (iii) relatives of the persons mentioned in sub-clauses (i) and (ii);
  - (b) any other information and facts that may enable Members to understand the meaning, scope and implications of the items of business and to take decision thereon.
- (4) Where any item of business to be transacted at the meeting consists of according approval of the meeting to any document, the time and place where the document can be inspected shall be specified in the explanatory statement.
- (5) Notices and other documents of General Meeting of the Company may also be given to every Member of the Company by e-mail, provided that every Member should be given an advanced opportunity to register their e-mail address and changes therein from time to time with the Company or its Registrar and Share transfer agents. In case any Member has not registered his e-mail address with the Company, the service of notice and documents shall be in physical and in accordance with the provisions of Act.
- 99. Notice of every meeting shall be given to every Member of the Company in any manner authorized by the Act and by these Articles, it shall be given to the persons entitled to a Share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the time of the representative of the deceased or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred provided that where notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the

Notice in case of death of a Member.

registered office of the Company under sub-section (3) of Section 53 of the Act, the explanatory statement need not be annexed to the notice as required by Section 173 of the said Act, but it shall be mentioned in the advertisement that the statement has been forwarded to the Members of the Company.

Notwithstanding anything contrary contained in the Articles of Association, the Company may, in pursuance of and subject to compliance with the provisions of applicable rules, regulations, circulars, guidelines, notifications, etc. as may be specified by the Ministry of Corporate Affairs (MCA), Securities & Exchange Board of India (SEBI), or any competent authority and the provisions, if any, which may be laid down in this regard by any amendment in or re-enactment of the Companies Act or by the rules, regulations made there under or the SEBI guidelines and notifications, from time to time, allow the Member(s) of the Company to participate in the General Meeting(s) of the Members through any type of electronic mode like video conferencing, etc. and the Members so participating shall be deemed to be present in such General Meeting(s) for the purpose of the quorum, voting, recording and all other relevant provisions in this regard.

Meetings by Video Conference.

For conducting the aforesaid meetings, the Company shall follow the procedure specified under the applicable laws for the time being in force and the rules, regulations, circulars, notifications, guidelines, etc. issued / to be issued from time to time by MCA, SEBI or any other competent authority(ies) in this regard.

101. Notice of every meeting of the Company and every other communication relating to any General Meeting of the Company which any Member of the Company is entitled to have sent to him, shall be given to the Auditor or Auditors for the time being of the Company in the manner authorized by the provisions of the Act, as in the case of any Member or Members of the Company.

Service of Notice of General Meeting

102. The accidental omission to give notice of any meeting to or the non-receipt of any notice by any Member or to the other person to whom it should be given shall not invalidate the proceedings at the meeting or the resolutions passed thereat.

Omission to give Notice

103. (1) Where by any provision contained in the Act or in these Articles, a special notice is required for any resolution, notice of the intention to move the resolution shall be given to the Company not earlier than three months but at least fourteen days (14) days before the meeting at which it is to be moved exclusive of (i) the days on which the notice is served or deemed to be served; and (ii) the day of the meeting.

Special Notice of a resolution

(2) The Company shall, immediately after the notice of the intention to move any such resolution has been received by it give its Members, notice of the resolution in the same manner as it gives notices of the meeting, or if that is not practicable, then the notice shall be published in English language in English newspaper and in vernacular language in a vernacular newspaper, both having wide circulation in the State where the registered office of the Company is situated and such notice shall also be posted on the website, if any, of the Company, not less than seven days before the meeting, exclusive of the day of publication of the notice and day of the meeting.

Upon requisition in writing of such number of Members as required in Section 115

Circulation of members' resolution

of the Act, the Directors shall duly comply with the obligation of the Company under the said Act relating to circulation of Members resolutions and statement.

104.

Certificate in writing by Secretary/ Director shall be

105. A certificate in writing, signed by the Secretary or by a Director or some officer appointed by the Directors for the purpose, to the effect that according to the best of his belief the notice convening the meeting have been duly given, shall be

conclusive evidence thereof.

conclusive evidence

106. No Annual General Meeting or Extraordinary General Meeting shall be competent to enter upon, discuss or transact any business, a statement of which has not been specified in the notice convening such meeting, except as provided in the said Act.

Business which may not be transacted at the meeting.

## PROCEEDING AT GENERAL MEETINGS

107. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.

Quorum at General Meeting.

108. If within half an hour after the time appointed for the holding of a General Meeting, valid quorum is not present, the meeting, if convened on the requisition of shareholders shall be cancelled and in every other case shall stand adjourned to the same day in the next week or if the day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day, time and place as the Board of Directors may by notice to the shareholders appoint. If at such adjourned meeting, a valid quorum is not present within half an hour, those Members present shall be a quorum and may transact the business for which the meeting was called.

Proceedings when quorum not present.

109. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

Business of adjourned meetings.

The Chairman of the Board of Directors shall be entitled to take the Chair at every General Meeting if there is no Chairman, or if at any meeting Chairman is not present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Vice-Chairman, or in the case of his absence or refusal, the Directors present may choose a Chairman, and in default of their doing so the Members present shall choose one of the Directors to be the Chairman, and if no Director present be willing to take the Chair, the Members personally present shall choose one of the Member to be the Chairman.

Chairman

111. (1) No business shall be discussed at any General meeting, except the election of Chairman whilst the Chair is vacant.

Business confined to decision of Chairman whilst Chair vacant.

- (2) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles, and the Chairman so elected on a show of hands shall continue to be the Chairman of the meeting and exercise all the powers of the Chairman under the Act and these Articles, until some other person is elected as Chairman as a result of the poll and such other person shall be the Chairman for the rest of the meeting.
- Chairman may adjourn meeting.
- 112. The Chairman with the consent of any meeting at which a quorum is present, can adjourn any meeting from time to time and from place to place, provided no business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Evidence of the passing of a resolution where poll not demanded.

113. At any General Meeting a resolution put to the vote at the meeting shall, unless a poll is (before or on the declaration of the result on a show of hands) demanded, be decided on a show of hands and unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

114. Before or on declaration of the result of the voting on a show of hands, the Chairman may on his own motion, order a poll to be taken. Poll shall also be ordered by Chairman if it is demanded by one or more Members present at the meeting in person or by proxy and holding shares or being entitled to votes at least to the extent stipulated under the provisions of the Act. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Demand for Poll.

A poll demanded on any question (other than the election of the Chairman or on question of adjournment, which shall be taken forthwith) shall be taken at such place in the city/town or village in which the Registered Office of the Company is situate and at such time not being later than forty eight hours from the time when the demand was made as the Chairman may direct. Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken, including the power to take the poll by open voting or by secret ballot and either at once or after the interval or adjournment or otherwise and the result of the poll shall be deemed to be the decision of the meeting on the resolution, on which the poll was taken.

Time and manner of taking poll.

Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary, to scrutinize the poll process and votes given on the poll and to report thereon to him in the manner as may be prescribed under the Act. The Chairman of the meeting shall have power to regulate the manner in which the poll shall be taken.

Chairman to regulate the poll.

- On a Poll, a member entitled to more than one vote, or his proxy or other person entitle to vote for him, as the case maybe, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- The demand for a poll shall not prevent the continuance of a meeting for transaction of any business other than the question on which the poll has been demanded.

Demand for poll not to prevent transactions of other business.

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands has taken place) or at which the poll is demanded, shall be entitled to second or casting vote in addition to the vote or votes to which he may be entitled as a Member.

Resolutions to be decided in case of equality of votes.

120. The. Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of the Act by making, within thirty (30) days of the conclusion of each such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initiated or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting. Any such minutes kept as aforesaid shall be evidence of the proceedings recorded therein.

Minutes of General Meeting.

121. The books containing the aforesaid minutes shall be kept at the registered office and be open during business hours to the inspection of any Member without charge, subject to such reasonable restrictions the Company may by these Articles or in General Meeting impose in accordance with provisions of the Act. Any Member shall be entitled to be furnished, within seven (7) days after he had made a request in that behalf to the Company, with a copy of the minutes on payment of such sum as prescribed under the Act.

Inspection of Minutes Books of General Meeting.

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

122. No report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expenses of the Company unless it includes the matters required by these Articles or such information as required by the Act to be contained in the Minutes of the proceedings of such meeting.

Publication of report of proceedings of General Meeting.

## **VOTES OF MEMBERS**

123. Subject to the provisions of the Act and these Articles, votes may be given either personally or by proxy or in the case of a body corporate also by a representative duly authorized.

Votes may be given by proxy of attorney.

- 124. (1) 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.
  - (2) A Member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act.
  - (3) (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
    - (ii) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
  - (4) 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.
  - (5) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
  - (6) No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of his Shares in the Company have been paid.
  - (7) (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
    - (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- A body corporate, whether a company within the meaning of this Act or not, may, if it is a member of a company within the meaning of this Act, by resolution of its Board of Directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the company, or at any meeting of any class of members of the company. A person authorised by resolution above shall be entitled to exercise the same rights and powers, including the right to vote by proxy and by postal ballot, on behalf of the body corporate which he represents as

Procedure where a body corporate is a member of the Company that body could exercise if it were an individual member of the company.

126. The holders of any preference share capital of the Company shall, in respect of such capital, have a right to vote only:

Voting rights of Preference shareholders

- (a) where the dividend in respect of a class of preference shares has not been paid for a period of two years or more, such class of preference shareholders shall have a right to vote on all the resolutions placed before the company; or
- (ii) on resolutions placed before the Company which directly affect the rights attached to his preference shares and, any resolution for the winding up of the company or for the repayment or reduction of its equity or preference share capital and his voting right on a poll shall be in proportion to his share in the paid-up preference share capital of the company:

Provided that the proportion of the voting rights of equity shareholders to the voting rights of the preference shareholders shall be in the same proportion as the paid-up capital in respect of the equity shares bears to the paid-up capital in respect of the preference shares.

127. Notwithstanding anything contained in the articles of association of the Company, the Company may adopt the mode of passing the resolution by its members by means of a Postal Ballot (including voting by electronic means) and / or other ways as may be permitted under the Act or prescribed by the Govt. of India.

Passing of resolutions by Postal Ballot

128. Any person entitled under the transmission clause to transfer any Share, shall not be entitled to be present; or to vote at any meeting either personally or by proxy in respect of such Shares, unless a least forty eight (48) hours before the time for holding the meeting or adjourned meeting as the case may be; at which he proposes to be present and to vote, he shall have satisfied the Directors of his right to transfer such Shares (as to which the opinion of the Directors shall be final) or unless the Directors shall have previously admitted his right to vote in respect thereof.

Votes of a person entitled to a share on transmission.

129. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of himself but a proxy so appointed shall not have any right to speak at the meeting.

Appointment of proxy.

130. Every proxy shall be appointed by an instrument in writing signed by the appointer or his attorney duly authorized in writing, or if the appointer is a body corporate, be under its seal or be signed by an Officer or an attorney duly authorized by it.

Proxy how appointed

131. (1) The instrument of proxy shall be deposited at the office of the Company not less than forty eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument proxy shall not be treated as valid.

Deposit of and inspection of instrument of Proxy

- (2) Every Member entitled to vote at a meeting of the Company according to the provisions of these Articles on any resolution to be moved thereat, shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect, the proxies lodged at any time during the business hours of the Company provided not less than three days' notice in writing of the intention so to inspect is given to the Company.
- 132. An instrument appointing a proxy shall be in such form as may be prescribed by Form of Proxy. the Act from time to time.

No member shall be entitled to exercise any voting rights either personally or by Proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any rights of lien.

Restrictions on voting

134. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument, or transfer of the share in respect of which the vote is given provided no intimation in writing, of the death, insanity, revocation or transfer of the share, shall have been received by the Company at the office before the vote is given, provided nevertheless that he Chairman of any meeting shall be entitled to require such evidence as he may in his discretion, think fit of the due execution of an instrument of proxy and that the same has not been revoked.

When vote by proxy valid through authority revoked

135. If any such instrument be confined to the object of appointing a proxy for voting at a meeting of the Company, it shall remain permanently or fix such time as the Board of Directors may determine, in the custody of the Company, and if embracing other object, a copy thereof, examined with the original shall be delivered to the Company to remain in the custody of the Company.

Custody of the instrument of proxy.

136. (i) Any objection as to the admission or rejection of a vote, ether on a show of hand or on a poll made in due time, shall be referred to the Chairman who forthwith shall determine the same, and such determination made in good faith shall be final and conclusive.

Admission or rejection of votes

(ii) No objection shall be raised to the qualification, of any voter except at the meeting or adjourned meeting at which the vole objected to is, given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

## **DIRECTORS**

137. Subject to the provisions of the Act, the number of Directors shall not be less than number specified under the Act and SEBI Regulations and unless otherwise determined by the members of the Company by way of a Special Resolution in General Meeting, more than twenty (20)\*.

Number of Directors

- \* As per approval of Central Government vide letter no. 4/62001-CL.VII dated 20.08.2001.
- 138. The first Directors of the Company are:
  - 1. Shri A. N. Goyal
  - 2. Shri Omesh Goyal
  - 3. Shri Berjesh K. Goyal
- 139. Not less than two-thirds of the total number of directors of the Company shall be persons whose period of office is liable to determination by retirement of directors by rotation. The term "total number of directors" shall not include independent directors, whether appointed under this Act or any other law for the time being in force, on the Board of the Company.

Directors to retire by rotation

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

Rotation and retirement of Directors

additional director appointed by the Board shall not be liable to retire by rotation within the meaning of this Article.

141. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who became Directors on the same day those to retire shall in default of and subject to any agreement among themselves, be determined by lot.

Which directors to retire

142. The Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fill up the vacated office by appointing the retiring Director so or some other persons thereto.

If the vacancy of the retiring director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place. If at the adjourned meeting also, the vacancy of the retiring directors is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring director shall be deemed to have been re-appointed at the adjourned meeting unless:

- (a) At the meeting or at the previous meeting a resolution for the appointment of such director has been put to the vote and lost, or
- (b) the retiring director has by notice in writing addressed to the Company or the Board, expressed his unwillingness to be re-appointed: or
- (c) who is not qualified or is disqualified for appointment: or
- (d) a resolution, whether special or ordinary, is required for his appointment or reappointment by virtue of any provisions of the Act; or
- (e) Section 162 of the Act is applicable to the case.
- A person who is not a retiring director in terms of the Articles above shall, subject to the provisions of these Articles and the Act, be eligible for appointment to the office of a director at any general meeting, if he, or some member intending to propose him as a director, has, not less than fourteen days before the meeting, left at the registered office of the company, a notice in writing under his hand signifying his candidature as a director or, as the case may be, the intention of such member to propose him as a candidate for that office, along with the deposit of such sum as may be prescribed which shall be refunded to such person or, as the case may be, to the member, if the person proposed gets elected as a director or gets more than twenty-five per cent of total valid votes cast either on show of hands or on poll on such resolution.

Right of other persons to stand for directorship

Provided that requirements of deposit of amount shall not apply in case of appointment of an independent director or a director recommended by the Nomination and Remuneration Committee of the Board of the Company or a director recommended by the Board of Directors of the Company, in the case of a company not required to constitute Nomination and Remuneration Committee.

144. The Company may agree with any bank or financial institution or any authority or person or Government that in consideration of any loan or financial assistance of any kind whatsoever, which may be rendered by it to the Company, it shall till such time as the loan or financial assistance is outstanding have power to nominate one or more Directors on the Board of the Company and from time to time remove and re-appoint such Directors and to fill in any vacancy caused by the death or

Nominee Directors.

resignation of such Directors otherwise ceasing to hold office. Such Directors shall not be required to hold any qualification shares and at the option of such bank or financial institution or any authority or person or Government, shall not be liable to retire by rotation. The Nominee Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Board of Directors of the Company shall have no power to remove from such office, any person so appointed and to appoint a person in his place.

145. Any trust Deed for securing Debenture, debenture stock may if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the Debentures or debentures stock of some person to be a Director of the Company and may empower such trustees or holders of Debentures or debenture stock from time to time to remove any Director so appointed. The Director appointed under this Article is herein referred to as the "Debenture Director" and the term Debenture Director means the Director for the time being in office under this Article. The Debenture Director shall not be bound to hold any qualification shares and shall, at the option of the Debenture Trustee or Debenture holders or holders of Debenture Stock, not be liable to retire by rotation or, subject to the provision of the Act, not be removed by the Company. The Debenture Trustee or Debenture holders or holders of Debenture Stock shall also have right to appoint another person in place of Debenture Director so appointed who resigns or otherwise vacate his office. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained. The Debenture Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Board of Directors of the Company shall have no power to remove from such office, any person so

Debenture Director.

146. The Board of Directors may appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate director for a Director during his absence for a period of not less than three (3) months from India.

appointed and to appoint a person in his place.

Appointment of Alternate Directors.

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.

An Alternate Director shall not hold office for a period longer than that permissible to the Director in whose place he has been appointed and shall vacate the office if and when the Director in whose place he has been appointed returns to India.

147. Subject to the provisions of the Act, any casual vacancy occurring for the office of a Director whose period of office is liable to determine by retirement by rotation may be filled up by the Directors at a meeting of the Board. Any person so appointed shall hold office till such time, the original directors would have held office, if the vacancy had not occurred.

Casual Vacancy.

Subject to the provisions of the Act, the Director shall have power at any time and from time to time to appoint a person or persons as Additional Director or Directors. Provided that any person who fails to get appointed at a General Meeting, shall not be eligible for appointment as an Additional Director.

Appointment of Additional Directors.

149. Such Additional Director shall hold office only up to the date of the next Annual General Meeting of the Company or the last date on which the annual general meeting should have been held, whichever is earlier, but shall be eligible for reelection at that meeting as a Director, provided that the number of Directors and the Additional Director together, shall not exceed the maximum strength fixed by

Tenure of office of Additional Director the Articles.

154.

150. The Company shall appoint such number of directors as Independent Directors as may be required under the provisions of the Act and rules thereunder, if applicable. The candidates to be appointed as Independent Director shall hold such qualifications and shall comply with such conditions as may be prescribed under the Act.

Appointment of Independent Directors.

151. The Company shall appoint such number of women directors as may be required under the provisions of the Act and rules made thereunder.

Appointment of Women Directors

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

Oualification Shares.

153. Subject to the provisions of the Act and schedules made there under, the remuneration payable to the Director of the Company shall be as hereinafter provided.

Remuneration of Directors.

- (1) The fees payable to a Director for attending a meeting of the Board or a committee of the Board or a General Meeting (if permitted) shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under relevant provisions of the Act, or if, not so prescribed in such manner as the Directors may determine from time to time in conformity with the provisions of law. Subject to the provisions of Section 197 and Schedule V to the Act, the Directors may be paid such further remuneration either on the basis of percentage of the net profits of the Company or otherwise, as the Company in General Meeting shall from time to time determine, and such additional remuneration and further remuneration shall be divided amongst the Directors in such proportion and manner as the Board may from time to time determine. Provided that the total Managerial Remuneration shall not exceed the overall maximum remuneration as may be prescribed under the Act.
- (2) The Board of Directors may in addition allow and pay to any Director who is not a bona fide resident of the place where a meeting of the Board or Committee or a General Meeting of the Company is held, and who shall come to that place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for his travelling, hotel, boarding, lodging and other expenses incurred in attending or returning from meetings of the Board of Directors, or any Committee thereof or General Meetings of the Company.
- (3) Subject to the limitations provided by the Act and this Article, if any Director shall be called upon to go or reside out of his usual place or residence on the Company's business or otherwise perform extra service outside the scope of his ordinary duties, the Board may arrange for such Director such special remuneration for such service either by way of salary, commission or the payment of stated sum of money as they shall think fit, in addition to or in substitution of his remuneration above provided, and all the Directors shall be entitled to be paid or reimbursed or repaid any travelling, hotel and other expenses incurred or to be incurred in connection with the business of the Company and also to be reimbursed with all fees for filling all documents which they may be required to file under the provisions of the Act.
- a) The Board of Directors, may from time to time appoint one or more of their body to be a Managing Director or a Whole-time Director of the Company either for a fixed term not exceeding five (5) years for which he or they is or are to hold such office on terms and conditions as they may deem fit and delegate such power to him as they may deem proper and from time to time remove or dismiss him or them from office and appoint another in his/their place, in terms of provisions of the Act and rules made thereunder.

Appointment of and Remuneration payable to Managing Director and/or Whole-time Director

- b) The Board may fix the remuneration of such Managing Directors and Wholetime Directors, whether by way of salary or commission or by conferring a right to participate in the profits of the Company or by combination of any of the above in terms of provisions of the Act, rules made thereunder and SEBI Regulations.
- 155. The continuing Directors may act notwithstanding any vacancy in their body but subject to the provisions of the Act, if the number falls below the minimum number above fixed and notwithstanding the absence of a quorum, the Directors may act for the purposes of filling up vacancies or for summoning a General Meeting of the Company.

156.

Directors may act notwithstanding vacancy.

(1) Subject to the provisions of Section 188 of the Act, no Director shall be disqualified by his office from contracting with the Company for any purpose and in any capacity whatsoever including either as vendor, purchaser, agent, broker, underwriter of Shares and Debentures of the Company or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided hereunder.

Directors may contract with Company.

(2) Every Director who is in any way whether directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company as prescribed under section 184 of the Act shall disclose the nature of his concern or interest at a meeting of the Board of Directors or as provided in these Articles hereof and shall not participate in such meetings.

Disclosure of interest.

- (a) In the case of a proposed contract or arrangement, the disclosure required to be made by a Director under sub-clause (2) above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of the meeting, concerned or interested in the proposed contract or arrangement at the first, meeting of the Board after the Director becomes so concerned or interested.
- (b) In the ease of any other contract arrangement, the required disclosure shall he made at the first meeting of the Board held alter the Director becomes concerned or interested in the contract or arrangement.
- (3) For the purpose of this Article, a general notice given to the Board of Directors by a Director to the effect that he is a Director or Member of a specified body corporate or is a Member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice be entered into with that body corporate or firm sail be deemed to be sufficient disclosure of such concern or interest in relation to any contract or arrangement so made. Such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. The General Notice as aforesaid and any renewal thereof shall be given at a meeting of the Board of Directors or the Director concerned shall take reasonable steps to secure that it is brought up and read at the first meeting

General Notice of interest.

of the Board after it is given.

- (4) A Director shall not take part in the discussion of or vote on any contract or arrangement entered into, or to be entered into by or on behalf of the Company, if he is in any way directly or indirectly, concerned or interested in the contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote, and if he does vote, his vote shall be void. This prohibition shall not apply to (a) any contract of indemnity against any loss which a director suffers by reason of becoming or being surety for the Company; or (b) any contract or arrangement entered into by the Company with (a) a body corporate in which such director or such director in association with any other director, holds not more than two per cent. shareholding of that body corporate, or is not a promoter, manager, Chief Executive Officer of that body corporate; or (b) a firm or other entity in which, such director is not a partner, owner or member, as the case may be.
- 157. (1) The Company shall keep one or more Registers in accordance with the provisions of the Act, in which shall be entered separately, particulars of all contracts or arrangements in which the Directors interested. The Registers shall include details of the contracts and name of parties and such other details as may be required under the prevailing provisions of the Act.

Register of Contracts in which Directors are interested

- (2) The Register aforesaid shall also specify, in relation to each Director of the Company, the names of the firms and bodies corporate of which notice has been given by him General Notice of interest.
- (3) The Registers as aforesaid shall be kept at the registered office of the Company and they shall be open to inspection at such office during business hours and extracts may be taken therefrom and copies thereof as may be required by any Member of the Company shall be furnished by the Company to such extent, in such manner, and on payment of such fees as prescribed under the Act and rules made thereunder.
- 158. A Director of the Company may be or may become a Director of any Company promoted by the Company, or in which it may be interested as vendor, Member or otherwise and subject to the provisions of the Act and these Articles.

Directors may be Directors of Companies promoted by the Company.

159. No Director of the Company and no related party shall hold any office or place of profit under the Company, or any subsidiary of the Company except as provided in and subject to the provisions of section 188 of the Act and rules made there under.

Holding of Office of profits by Directors.

## DIRECTORS REMOVAL AND APPOINTMENT BY MEMBERS

160. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution. A resolution moved in contravention of this Article shall be void whether or not objection so moved is passed no provision for the automatic reappointment of retiring Directors by virtue of these Articles or the Act in default of another appointment shall apply.

Individual Resolution for Directors appointment.

161. (1) The Company may, subject to the provisions of the Act and these Articles remove any Director before the expiry of his period of office.

Removal of Directors

- (2) Special notice shall be given, of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- (3) On receipt of notice of any such resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a Member of the Company) shall be entitled to be heard on the resolution at the meeting.
- (4) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto, representation in writing to the Company (not exceeding a reasonable length) and requests its notification to the Members of the Company, the Company shall unless the representation is received by it too late for it to do so; (a) in the notice of the resolution given to the Members of the Company state the fact of the representation having being made; and (b) send a copy of the representation to every Member of the Company and if a copy of the representation is not sent as aforesaid because it has been received too late or because of the Company's default, the Director may (without prejudice to his right to be heard orally) require that the representation shall be read out at the meeting. Provided that copies of the representation shall not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- (5) A vacancy created by the removal of Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board be filled by the appointment of another Director in his place by the meeting at which he is removed provided special notice of the intended appointment has been given under sub-clause (2) of this Article. A Director so appointed shall hold office until the date up to which his predecessor would have held office if he had not been removed as aforesaid.
- (6) If the vacancy is not filled under Sub-Clause (5) it may be filled as casual vacancy in accordance with the provisions of the Act and all the provisions of the Act and the rules thereunder shall apply accordingly.
- (7) A Director who was removed from office under this Article shall not be reappointed as Director by the Board of Directors.
- (8) Nothing contained in this Article shall be taken:
  - (a) as depriving a person removed thereunder of any compensation or damages payable to him in respect of the termination of his appointment as Director as per the terms of contract or terms of his appointment as director, or of any other appointment terminating with that as director or; or
  - (b) as derogating from any power of the Company to remove a Director, which may exist apart from this Article.

# MEETINGS OF DIRECTORS

162. The Directors may meet together as a Board from time to time and shall hold a Meeting of Directors minimum number of four (4) meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.

163. The participation of directors in a meeting of the Board or a Committee thereof, may be either in person or through video conferencing or audio visual means or teleconferencing, as may be permitted by the Rules or permitted under law.

Meetings by electronic mode

A Director may at any time and the Secretary or where there is no Company Secretary, any person authorised by the Board in this behalf, upon the request of a Director shall convene a meeting of the Directors. Notice of not less than seven (7) days shall be issued in respect of every meeting of the Board in writing to every Director for the time being in India and at his usual address registered with the Company and to every other Director as may be required under relevant provisions of the Act. Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at such meeting of the Board. Provided further that in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one independent director, if any.

When meetings to be convened and notice thereof.

Subject to the provisions of the Act, the quorum for a meeting of the Board of Directors shall be one third of the total strength of the Board of Directors (excluding Directors, if any, whose places are vacant at that time, and any fraction contained that one-third being rounded off as to the next one) or two Directors including at least one independent director, if appointed, present in person or attending through any type of electronic mode like video conferencing, whichever is higher, provided that where at any time the number of interested Directors exceeds, that is to say, the number of Directors, who are not interested and are present at the meeting, not being less than two, shall be quorum during such meeting. A meeting of the Directors for the time being at which quorum is present shall be competent to exercise all or any of the authorities powers and discretion by or under the Act or the Articles of the Company, for the time being vested in or exercisable by the Board of Directors generally.

Ouorum.

166. If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned until such date and at such time and place as the Chairman may decide and in default of that date, to the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday, at the same time and place or to such day, time and place as the Directors present may determine.

Adjournment of meeting for want of quorum.

167. The Board shall elect one of its Members to be the Chairman of the Board and may also elect one of its Members to be Vice-Chairman of the Board and the Board shall determine the period for which each of them is to hold such office.

Appointment of Chairman and Vice Chairman.

All meetings of the Directors shall be presided over by the Chairman, if present, but if at any meeting of the Directors the Chairman be not present at the time appointed for holding the same, then in that case, the Vice-Chairman if present, shall be the Chairman of such meeting, and if the Vice-Chairman be not present, then in that case, the Directors shall elect one of their Member then present to preside at the meeting.

Who to preside at meeting at board.

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

Power of Quorum

170. Questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes, the Chairman of the meeting, whether the Chairman appointed by virtue of these Articles or the Director presiding at such meeting shall have second or casting vote.

Questions at Board meeting how to be decided (casting vote) 171. Subject to the provisions of the Act and these Articles, the Directors may delegate any of their powers to a committee consisting of such Member or Members of their body, as they think fit and they may from time to time revoke and discharge any such committee either wholly or in part and either as to person or purposes, but every committee so formed shall, in the exercise of the powers so delegated to it confirm to any regulations that may from time to time be imposed on it by the Directors. All acts done by any such committee in conformity with such regulations and in fulfillment of the purpose of their appointment but not otherwise shall have the like force and effect as it done by the Board. Subject to the provisions of the Act the Board may from time to time fix the remuneration to be paid to any Member or Members of their body constituting a committee appointed by the Board in terms of these Articles and may pay the same.

Directors may appoint committee.

The Company shall constitute the following Committees as and when required under provisions of the Act:

- a) Corporate Social Responsibility Committee as may be required under Section 135 of the Act.
- b) Audit Committee as may be required under Section 177 of the Act.
- Nomination and Remuneration Committee and Stakeholders Relationship Committee as required under Section 178 of the Act.

The composition, quorum and duties of the aforesaid committees shall be as may be prescribed under the Act and rules made there under.

172. The meetings and proceedings of any such committee consisting of two or more Directors shall be governed by the provisions herein contained in respect of the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by the provisions of the Act.

Meeting of Committees how to be convened.

173. (1) Subject to the provisions of Section 175 of the Act, a resolution passed by circular without a meeting of the Board or a committee of the Board appointed under these Articles, shall subject to the provisions of sub clause (2) hereof, and the Act, be as valid and effectual as resolution duly passed at meeting of the Board or of a committee duly called and held.

Resolution by Circular.

- (2) A resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, if the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors or to all the Members of the Committee then in India (not being less in number than the quorum requisite for a meeting of the Board or of the Committee thereof as the case may be) and to all other Directors or Members of the Committee at their usual address in India by hand delivery, post, courier or prescribed electronic mode and has been approved by majority of the Directors or Members of the Committee as are entitled to vote on the Resolution.
- (3) Subject to the provisions of the Act, statement signed by the Managing Director or other person authorized in that behalf by the Board of Directors certifying the absence from India of any Directors shall for the purposes of this Article be conclusive evidence of the facts stated therein.
- 174. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they or any of them were or was disqualified, or had vacated

Act of Board or Committee valid notwithstanding defect in appointment. office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, may be as valid as if every such person had been duly appointed and was qualified to be a Director, provided that nothing in this Article shall be deemed to give validity to acts done by the Directors after their appointment had been shown to the Company to be invalid or to have terminated.

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

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

- (i) The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;
- (ii) All orders made by the Board of Directors;
- (iii) All resolutions and proceedings of meetings of the Board of Directors and Committees thereof:
- (iv) In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the names of Directors if any, dissenting from or not concurring in the resolution.

There shall not be included in the minutes, any matter which, in the opinion of the Chairman of the meeting,—

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

The Chairman shall exercise absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in (a) to (c) above.

All such minutes shall be signed by the Chairman of the Concerned meeting or by the person who shall preside as Chairman at the next succeeding meeting and all the minutes purported to be so signed shall for all actual purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meetings at which the same shall appear to have taken place.

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

177. (1) Subject to the provisions of the Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorized to exercise, and do. Provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Act or any other Act or by the Memorandum or these Articles or otherwise to be exercised or done by the Company in General Meeting. Provided further that in exercising any such act or tiling the Board shall be subject to the provisions contained in that behalf in the Act or in the Memorandum or in these Articles of in any regulations not inconsistent therewith duly made thereunder including regulations made by the Company in General Meeting.

General Powers of Directors.

(2) No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not

been made.

178. Subject to the provisions of the Act, the Board may from time to time, provide for management of affairs of the Company outside India (or any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next paragraphs shall be without prejudice to the general powers conferred by this paragraph:

Local Management

(1) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of any such Local Board, or any managers or agents and to fix their remuneration.

Local Board.

(2) Subject to the provisions of the Act and the Articles, and at any time to delegate to any such Local Board, or any member or members thereof or any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors and to authorize the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act not withstanding such vacancies therein and any such appointment or delegation under this Article, may be made on such terms and subject to such conditions as the Board of Directors may think fit and the Board of Directors may at any time remove any persons so appointed and may annul or vary any such delegation.

Delegation

(3) At any time and from time to time by a power of attorney authorize any person or person to be the attorney or attorneys of the Company, for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these presents and excluding the power which may be exercised only by the Board of Directors at a meeting of the Board under the Act or the Articles of by the Company in General Meeting) and for such period and subject to such conditions as the Board of Directors may from time to time think fit and any such appointment may (if the Board of Directors think fit) be made in favour of the member or any of the members of any Local Board, established as aforesaid or in favour of any Company, or the members, directors, nominees or managers of any Company or firm or otherwise in favour of any body of persons whether nominated directly or indirectly by the Board of Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board of Directors may think fit, and may contain powers enabling any such delegate or attorneys as aforesaid to sub-delegate all or any of the powers and authorities for the time being vested in them.

Power of Attorney.

(4) Any such delegates or Attorneys aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

Sub-delegation

## **KEY MANAGERIAL PERSONS**

179. Subject to the provisions of Section 203 of the Act and rules made thereunder and/or these Articles, as applicable,

Power to appoint Key Managerial Persons.

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

180. Subject to the provisions of the Act and these Articles, the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors shall not while he or they continue to hold that office, be subject to retirement by rotation but he or they shall, subject to the provisions of any contract between him or them and the Company be subject to the same provisions as to resignation and removal as the other Director of the Company and he or they shall *ipso facto* and immediately cease to be Managing Director or Managing Directors or Whole time Director or Whole time Directors if he or they cease to hold the office of Director from any cause.

What provisions the Managing and Whole time Directors shall be subject to.

181. The remuneration of the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors (subject to provisions of the Section 197 and Schedule V of the Act) shall be in accordance with the terms of his or their contract with the Company.

Remuneration of Managing Director and whole time Director

182. Subject to the provisions of the Act and to the terms of any Resolution of the Company in General Meeting or of any Resolution of the Board and to the term of any contract with him or them, the Managing Director or Managing Directors shall have substantial powers of management subject to the superintendence, control and direction of the Board of Directors.

Power and Duties of Managing Director.

## REGISTERS, BOOKS AND DOCUMENTS

183. (1) The Company shall maintain all Registers, books and documents as required by the Act or these Articles including the following, namely:

Registers Books and Documents.

- (a) Register of Members;
- (b) Register of Debenture Holders;
- (c) Register of other Security Holders;
- (d) Register of Securities/ Shares bought back;
- (e) Register of Charges;
- (f) Register of Directors, key managerial personnel;
- (g) Register of loans, investments, guarantees and securities;
- (h) Register of Investments not held by the Company in its own name;
- (i) Register of contracts, arrangements in which the directors are interested;
- (j) Books of Accounts;
- (k) All returns and forms filed with the Registrar of Companies;
- (l) Such other statutory registers as may be prescribed under the relevant and applicable provisions of the Act, from time to time.
- (2) The said Registers, books and documents shall be maintained in conformity with the applicable provisions of the Act and these Articles and shall be kept open for inspection for such persons as may be entitled thereto respectively under the Act and these Articles on such days and during such business hours as may in that behalf be determined in accordance with the provisions of the Act these Articles and extracts therefrom shall be supplied to those persons entitled thereto in accordance with the provisions of the Act and these Articles and on payment of such charges as prescribed in the Act.
- (3) The Company may keep a Foreign Register of Members in accordance with the provisions of the Act. The Directors may from time to time, make such provisions as they may think fit in respect of the keeping of the branch Registers of Members and/or Debenture holders.

Foreign register

## THE SEAL

184. The Board may have a Seal for the purpose of the Company, and shall have the power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of the Directors or a committee of Directors previously given.

Seal of the Company.

185. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board authorized by it in that behalf, and save and except as provided in these Articles, at least one (1) Director shall sign such instrument to which the Seal is affixed and countersigned by the Secretary or such other person as the Board may appoint for the purpose.

Deeds how executed.

186. The Company shall also be at liberty to use an official Seal in any territory, district or place outside India.

Seal abroad.

## **DIVIDENDS**

187. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

Division of profits.

188. Subject to the provisions of Section 123 of the Act, the Board may from time to time pay to the Members, such interim dividends during the financial year out of the surplus in the profit and loss account and out of profits of the financial year in which such interim dividend is sought to be declared by the Company.

Interim Dividend.

- 189. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company, such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.
  - (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 190. (i) Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the Shares in the Company, dividends may be declared and paid according to the amounts of the Shares.

How profits shall be divisible

- (ii) No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 191. 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.

Amounts may be deducted

192. Any general meeting declaring a dividend may make a call on the members for such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend, payable to him, and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the company and the members, be-set off against the calls.

Dividend and call together

193. Subject to Section 123 to 126 of the Act, no dividend shall be payable except in

Dividends payable in

Provided that nothing in the foregoing shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purposes of issuing fully paid up bonus shares or paying up any amount for the tine being paid-up on the shares held by the members of the Company.

Right to dividend

194. No dividend shall be paid in respect of any share except to the members registered in respect of such share or to his order or to his bankers. A transfer of shares shall not pass the rights to any dividend declared thereon before registration of the transfer by the company.

195. (i) Any dividend, interest or other monies payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of Members, or to such person and to such address as the holder or joint holders may in writing direct.

Payment by Post

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

196. 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.

Members registered jointly

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

Notice of dividends

198. No dividend shall bear interest against the Company. Interest on Dividends

199. No unclaimed dividend shall be forfeited by the Board and the unpaid and/ or unclaimed dividend shall be regulated in accordance with the provisions of the Act.

Unclaimed Dividends

## RESERVES AND CAPITALISATION

200. The Board may, before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or as may be permitted by the Act, applied for payment of dividend or be invested in such investments and in such manner or as may be permitted by the Act and as the Board may from time to time think fit.

Reserves

201. (i) The Company in General Meeting may, upon the recommendation of the Board, resolve:

Capitalization

(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

- (b) that such sum be accordingly set free for distribution in the manner specified in sub-clause (ii) below, amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards—
  - (A) paying up any amounts for the time being unpaid on any Shares held by such Members respectively;
  - (B) paying up in full, unissued Shares of the Company to be allotted and distributed, credited as fully Paid-up, to and amongst such Members in the proportions aforesaid;
  - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
  - (D) A securities premium account and a capital redemption 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;
  - (E) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- A general meeting may resolve that any surplus moneys arising from the realization of the capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to charge for income tax, be distributed amongst the members on the footing that they receive the same as capital.

Surplus money

203. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

Fractional certificates

- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid Shares, if any; and
- (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
  - (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of Shares becoming distributable in fractions; and
  - (b) to 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 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;

(iii) Any agreement made under such authority shall be effective and binding on such Members.

## ACCOUNTS

204. (1) The Company shall prepare and keep at its registered office books of account and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the Company, including that of its branch office or offices, if any, and explain the transactions effected both at the registered office and its branches:

Books of Account to be kept.

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

- (2) If the Company shall have branch office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office, and proper summarized returns, made up to date at intervals of not more than three months, shall be sent by the branch office of the Company to its Registered Office or other place in India, as the Board thinks fit where the main books of the Company are kept.
- (3) All the aforesaid books shall give a true and fair picture of the financial position of the Company.
- 205. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or, any of them, shall be open to the inspection of Members not being Directors and no Member (not being Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorized by the Company in General Meeting.

Inspection by Member of accounts and books of the Company.

206. At every Annual General Meeting the Board shall lay before the Company, financial statements along with the reports thereto, prepared in accordance with the provisions of the Act and such financial statements shall comply with the requirements of the Act so far as they are applicable to the Company.

Financial Statements to be furnished at General Meeting.

207. There shall be attached to every Financial Statements laid before the Company a Report by the Board of Directors complying with the provision of the Act.

Board Report.

208. The Company shall comply with the requirements of the Act and make necessary arrangement for compliance of Section 136 of the Act.

Right of Members to copies of Financial Statements

209. The Company shall comply with the provisions of the Act as to filing the copies of the Balance Sheet and Statement of Profit and Loss and the documents required to be annexed thereto, with the Registrar.

Filing of Balance sheet with Registrar

# ANNUAL RETURNS

210. The Company shall prepare and file the requisite annual returns in accordance with Annual Return. the provisions of the Act.

#### **AUDIT**

Once, at least in every year, the books of account of the Company shall be examined by one or more auditors in accordance with the relevant provisions contained in that behalf in the Act and the rules thereunder.

Accounts to be Audited.

The appointment qualifications, powers, rights, duties and remuneration of the auditors shall be regulated by and in accordance with the relevant provisions of the Act.

Appointment powers, etc. of Auditors.

213. All notice of any other communication relating to any general meeting of the Company which any member of the Company is entitled to, shall also be forwarded to the Auditor of the Company and the Auditor shall be entitled to attend any general meeting and shall have the right to be heard at such meeting on any part of the business which concerns him as an Auditor.

Right of Auditor to attend general meetings

214. Every account when audited and approved by the Members in a General Meeting, shall be conclusive.

Accounts when conclusive

## DOCUMENTS AND SERVICE OF DOCUMENTS

215. (1) A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, order, judgment or any other document in relation to or in the winding up of the Company) may be served or sent by the Company or to any Member either personally or by sending it by post to him at his registered address or (if he has no registered address in India) at the address, if any within India supplied by him to the Company or by such electronic mode as may be prescribed under the Act.

Manner of Service.

- (2) Where a document is sent by post:
  - (a) service thereof shall be deemed to be affected by properly addressing, preparing and posting a letter containing the notice, provided that where a Member, has intimated to the Company in advance that documents should be sent to him under certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company, a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected, unless it is sent in the manner intimated by the Member; and
  - (b) Such service shall be deemed to have been effected:
    - (i) in the case of a notice of a meeting, at the expiration of forty eight (48) hours after the letter containing the notice is posted; and
    - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- 216. If a Member has no registered address in India and has supplied to the Company an address within India for the giving of notice to him, a document advertised in a newspaper circulating in the neighborhood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

Service on Members having no registered address.

217. All documents may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representative of the deceased or Assignee of the insolvent or by any like description at the address (if

Service on person acquiring shares on death or insolvency of Member. any) in India supplied for the purpose by the persons claiming to be so entitled or (until such as address has been so supplied) by serving the document in any manner been so supplied) by serving the documents in any manner in which the same might have been served if the death or insolvency has not occurred.

Subject to the provisions of the Act and these Articles, notices of the General Meetings shall be given;

Persons entitled to notice of general meetings.

- (i) to all Members of the Company as provided and in the manner authorized by these Articles:
- (ii) to the persons entitled to a Share in consequence of the death or insolvency of a Member;
- (iii) to the Directors of the Company;
- (iv) to the Auditor or Auditors for the time being of the Company, in any manner authorized by these Articles.
- (iv) to such other persons as may be entitle to receive such notice under the provisions of the Act or any other law for the time being in force, in a manner authorized by these Articles.
- 219. Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members or any of them, and not expressly provided for by these presents shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in the district in which the registered office of the Company is situated and shall be deemed to have been given on the day on which the advertisement shall first appear.

Advertisement.

220. Every person who by operation of a transfer, or other means whatsoever, becomes entitled to any Share, shall be bound by every document in respect of such Share which previously to his name and address being entitled on the Register, has been duly served on or sent to the person from whom he derives his title to such Share.

Members and by document given to previous holders.

221. Subject to the provisions of the Act and applicable law, in the event of winding up of the Company, every member of the Company who is not for the time being in New Delhi shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order to the winding up of the Company to serve notice in writing on the Company appointing some householders residing in the neighborhood of the office upon whom all summons, notices, process, orders and judgement in relation to or order of the winding-up of the Company may be served, and in default of such nomination, the Liquidator of the Company shall be all iberty, on behalf of such member, to appoint some person, and service upon any such appointee whether appointed by the member of the Liquidator shall be deemed to be good personal service on such member for all purposes, and where the Liquidator makes any such appointment, he shall, with convenient speed, give notice thereof to such member by advertisement in some daily newspaper circulating in the neighborhood of the office or by a registered letter sent by post and addressed to such member at his address as Registered in the Register of Members and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post, The provision of this Article shall not prejudice the rights of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

Service of process in winding up

Any notice to be given by the Company shall be signed by the Managing Director or Secretary or by such Director or officer as the Directors may appoint and such

Notice by company and signature

signature may be written or printed or lithographed.

thereto.

223. All notices to be given on the part of the Members to the Company shall be kept at or sent by speed post or by registered post or by any other method provided under the Act, to the registered office of the Company duly addressed to the Secretary of the Company.

Service of notice by Members.

#### AUTHENTICATION OF DOCUMENTS

224. Save as otherwise expressly provided in the Act or these Articles, a document or proceedings requiring authentication by the Company may be signed by a Director the Managing Director or an authorized officer of the Company and need not be under its Seal.

Authentication of documents and proceedings

## RECONSTRUCTION

225. On any sale of an undertaking of the Company, the Board or a liquidator on a winding up, may if authorized by a special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the liquidator (in a winding up) may distribute such Shares or Securities or any other property of the Company amongst the Members without realization, or vest the same in trustees for them, and any special resolution may provide for the distribution or appropriation of cash, Shares or other Securities, benefit or property otherwise than in accordance with the strict legal rights of the Members or contributories of the Company and for the valuation of such Securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bond to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights, if any, as are incapable of being waived or excluded by these Articles.

Reconstruction.

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

Distribution of Assets.

227. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a special resolution, but subject to the rights attached to any preference shares capital, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction of a special resolution, but subject to the rights attached to any preference share capital, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them, as the liquidators, with the like sanction shall think fit.

Distribution of assets in specie or kind.

- (2) If thought expedient any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal right of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any such division shall be determined, any contributory who would be prejudiced hereby shall have right to dissent and ancillary rights as if such determination were a special resolution passed in accordance with the relevant provisions of the Act.
- (3) In case any Shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said Shares may within ten (10) days after the passing of the special resolution, by notice in writing, intimate to the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.
- A special resolution sanctioning a sale to any other Company duly passed under the relevant provisions of the Act may, subject to the provisions of the Act, in like manner as aforesaid determined that any Shares or other consideration receivable by the liquidator be distributed amongst the Members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the Members subject to the rights of dissent and consequential rights conferred by the said sanction.

Right of shareholders in case of the Sale.

## **SECRECY**

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

Secrecy Clause.

(2) No Member or other person (not being a director) shall be entitled to visit or inspect the Company's premises without the permission of the Directors or the Managing Director or to require discovery of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Director or the Managing Director it will be inexpedient in the interest of the Members of the Company to communicate to the public.

# INDEMNITY AND RESPONSIBILITY

230. Every Director, officer, and key managerial personnel of the Company or any Person (whether as Officer of the Company or not) employed by the Company and any Person appointed as the Auditor shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

Directors and other right to indemnity.

Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, omissions, neglects or defaults of any other Director or officer or for joining in any omission or other act for conformity or for any loss or expenses suffered by the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankrupt, insolvency, or tortious act of any person, company or corporation, with whom any moneys, securities or effects' shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss or damages, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

Directors and others not responsible for acts of others.

## **GENERAL POWER**

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

General Power.

	Name, address, description and occupation of the Subscribers	Signature of Subscriber	Name, address, description, occupation and Signature of the Witness
	OMESH GOYAL S/o Shri Prem Kumar Goyal Kaithal Road, Pehowa (Haryana) Distt. Kurukshetra Business	Sd/- Omesh Goyal	Sd/- PREM KUMAR GOYAL S/o Shri Bishna Mal 2, Flag Staff Road, Delhi -6. Business
2.	LACHMI DAS AGGARWAL S/o Shri Gujar Mal 1 -C/30, New Rohtak Road, New Delhi Retired from Defence H.Q. Civil Services.	Sd/- Lachmi Das Aggarwal	
3.	BERJESH K. GOYAL S/o Shri Prem Kumar Goyal 2, Flag Staff Road, Delhi-8 Business.	Sd/- Berjesh K. Goyal	
4.	ROSHAN LAL GUPTA S/o Shri Salig Ram Shanti Niketan, Hira Singh Road, Ludhiana Business.	Sd/- Roshan Lai Gupta	
5.	A.N. GOYAL S/o Shri Bishna Mal S-115, Panchsheel Park, New Delhl Business	Sd/- A.N. Goyal	
6.	ANIL KUMAR GUPTA S/o Shri R.L. Gupta 51-B, East Friends Colony, New Delhi Business	Sd/- Anil Kumar Gupta	
7.	SUBASH CHANDER KOHLI S/o Shri G.L. Kohli 153, Sector 22-A, Chandigarh Engineer	Sd/- Subash Chander Kohli	



CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF DABUR INDIA LIMITED IN THEIR ANNUAL GENERAL MEETING HELD ON AUGUST 10, 2023

Approval and adoption of restated Articles of Association in place of existing Articles of Association of the Company

"RESOLVED THAT pursuant to the provisions of Sections 5, 14 and all other applicable provisions, if any, of the Companies Act, 2013 (the "Act") and the Rules framed thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and such other approvals, sanctions if and when necessary, desirable and expedient in law, the restated Articles of Association be and is hereby approved and adopted as Articles of Association in the place of existing Articles of Association of the Company.

RESOLVED FURTHER THAT for the purpose of giving full effect to this resolution, the Board of Directors be and is hereby authorized on behalf of the Company to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, proper or desirable and to settle all questions, difficulties or doubts that may arise in this regard at any stage including acceptance of any changes as may be suggested by the Registrar of Companies and/or any other competent authority, without requiring the Board of Directors to secure any further consent or approval of the Members of the Company to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this resolution."

Certified as True For Dabur India Limited

Ashok Kumar Jain

EVP (Finance) and Company Secretary

ICSI Mem. No.: FCS-4311

Corr. Address: Punjabi Bhawan, 10, Rouse Avenue, New Delhi – 110002

# IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL JURISDICTION)

IN THE MATTER OF COMPANIES ACT, 1956

AND

IN THE MATTER OF M/S DABUR (DR. S.K. BURMAN) (P) LTD.

(TRANSFEROR COMPANY)

AND

IN THE MATTER OF M/S VIDOGUM & CHEMICALS LTD.

(TRANSFEREE COMPANY)

CCMPANY PETITION NO. 57 OF 1986 (U/SS 391 & 394 of the Companies Act for sanction of the Scheme of Amalgamation)

CONNECTED WITH

COMPANY APPLICATION NO. 73 OF 1986 M/S DABUR (DR. S.K. BURMAN) (P) LTD. 8/3, ASAF ALI ROAD, NEW DELHI

PETITIONER

AND

COMPANY PETITION NO. 56 OF 1986 U/SS 391 & 394 of the Companies Act for Scheme of the Amalgamation)

CONNECTED WITH

COMPANY APPLICATION NO. 74 OF 1986 M/S VIDOGUM & CHEMICALS LTD. 8/3, ASAF ALI ROAD, NEW DELHI

PETITIONER

AND

(U/s 101 of the Companies Act for reduction of paid-up share capital)

M/S VIDOGUM & CHEMICALS LTD. 8/3 ASAF ALI ROAD, NEW DELHI

PETITIONER

BEFORE HON'BLE MR. JUSTICE S.B. WAD DATED 12.9.1986

## ORDER ON PETITIONS

The above petitions coming on for final hearing on 12.9.1986, upon reading the said petitions, the order dated 14.1.1986 whereby M/s Dabur (Dr. S.K. Burman) Private Ltd. (hereinafter referred to as the 'transferor company') and M/s Vidogum & Chemicals Ltd. (hereinafter referred to as the 'transferee company') were ordered to convene separate meetings of their respective shareholders for the purpose of considering, and if thought fit, approving with or without modification; the proposed scheme of amalgamation between the transferor company and transferee company, and thetwo affidavits of Shri Gyan Chand Burman and Shri Pradeep Burman

filed on 6.3.1986 in support of the petitions made on behalf of the transferor company and transferee company respectively, the Hindustan Times dated 29.1.1986 and 30.1.1986 and the "Nav Bharat Times" (Hindi) dated 29.1,1986 and 30.1.1986 each containing the advertisement of the said notice convening of the said meetings directed to be held by the said order dated 14.1.1986, the affidavits of Shri Manoj Arora, Advocate filed on 14.2.1986 showing the publication and despatch of the notices convening the said meetings, the report dated 27.2.1986 of Ms. Anjana Gosain, Advocate, chairman for the meetings of equity and preference shareholders of the transferor company, and the report dated 28.2.1986 of Shri A.K. Malhotra, advocate, chairman, for the meeting of equity shareholders of the transferee company, and upon reading the report of the O.L. dated 20.5.1986 as to the affairs of the transferor company, and the reply affidavit thereto of Shri P.D. Narang, Management Accountant of the Transferor company, the report dated 16.10.1985 of M/s Ramnath lyer & co., Cost Accountants, and another report dated 9.7.1986 of M/s S.B. Billimoria & Co., Chartered Accountants, as to the valuation of shares of the transferor company and transferor company, and upon perusing C.P. 63/86 for reduction of subscribed and paid-up share capital of the transferee company, the 'Hindustan Times' and 'Nav Bharat Times' dated 19.4.1986 and 13.4.1986 respectively containing the advertisement of notice of this petition, and upon hearing Dr. V. Gourishanker, Sr. Advocate with Ms. Sujata Mehra, Advocate in support of the petition, the Central Government and Mr. V.V. Shastri, Advocate for the O.L. having no objection to the Scheme, and no creditor or shareholder having come forward to oppose the petitions, and it appearing from the reports of the Chairmen of the meetings that the proposed scheme of amalgamation has been approved unanimously by the shareholders of the transferor company and by a majority of not less than three-fourths in value by the shareholders of the transferee company, present and voting in person or by proxy.

This Court doth hereby sanction the scheme of amalgamation set forth in Part I of Schedule I hereto, and doth hereby declare the same to be binding on the shareholders and the members of the Transferor company and transferee company and also on the said companies.

# And this Court doth further order :-

- That reduction and reorganisation of the share capital of the transferee company effected by cancellation of paid-up Equity capital and issue of new equity shares and debentures as per the scheme and the special resolution dated 23.2.1986 which resolution is set forth in part II of the Schedule I hereto, be and the same is hereby approved;
- That the minute set forth in part III of the Schedule I hereto, be and is hereby approved;
- That notice of the registration by the Registrar of Companies of this order and of the minute be published once each in Hindustan Times and Nav Bharat Times (Hindi) within 14 days of the registration aforesaid;
- 4. That all the property, rights and powers of the transferor company specified in the first, second and third parts of the schedule hereto and all other property, rights and powers of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to section

294 (4) of the Companies Act, 1956 be transferred to and vest in the transferee company for all the estate and interest of the transferor company therein but subject nevertheless to all charges now affecting the same.

- 5 That all the liabilities and duties of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the transferee company;
- That all proceedings now pending by or against the transferor company be continued by or against the transferee company;
- 7. That the transferor company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the transferor company shall be dissolved and the Registrar of Companies shall place all documents relating to the transferor company and registered with him on the file kept by him in relation to the transferee company and the files relating to the said two companies shall be consolidated accordingly;
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary;
- That the transferee company shall file a report in the court in regard to the operation and working of the scheme of amalgamation within six months.

# SCHEDULE I PART I

Scheme of Amalgamation (as sanctioned by the Court)

# SCHEME OF AMALGAMATION

OF

DABUR (DR. S.K. BURMAN) PVT. LTD. an existing Company registered under the provisions of the Indian Companies Act, 1913 having its registered Office at 8/3, Asaf Ali Road. New Delhi - 110 002

## WITH

VIDOGUM AND CHEMICALS LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 8/3, Asaf Ali Road, New Delhi -110002.

## DEFINITIONS

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

- 1.1 The Transferor company means Dabur (Dr. S.K. Burman) Pvt. Ltd., an existing Company registered under the provisions of the Companies Act, 1913, and having its registered office at 8/3, Asaf Ali Road, New Delhi - 110 002.
- 1.2 The Transferee Company means Vidogum And Chemicals Ltd., a company incorporated under Companies Act, 1956, having its registered office at 8/3, Asaf Ali Road, New Delhi 110 002.

- 1.3 Undertaking of Transferor Company means and includes all rights, powers, interests, authorities, privileges and all properties and assets whether movable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situate, including lease and tenancy rights and all other interests of rights in or arising out of any property together with all licences and liberties, patents, trade marks, telephones, telexes, logos, designs, copy rights, chose in action, goodwill, import entitlements and other quotas help by, applied for or/as may be obtained after the specified date by transferor Co. or which Transferor Co. is entitled to and all debts, liabilities, duties of Transferor Co, and all its other obligations of whatsoever kind, whether present or contingent, including taxation liabilities.
- 1.4 "Specified Date" means 1.7.1985.
- 1.5 "Effective Date" means the day on which the last of the approvals or sanctions specified in paragraph 11 (eleven) of this scheme shall be obtained.

# 2. AUTHORISED & PAID-UP CAPITAL

- 2.1 The authorised share capital of Transferor Co. is Rs. 1,00,00,000/- (Rupees one crore) divided into:-
  - (i) 3,10,500 4% Non-cumulative Preference Shares of Rs. 10/- each.
  - (ii) 1,03,500 12% Cumulative Preference Shares of Rs. 10/- each.
  - (iii) 5,86,000 Equity Shares of Rs. 10/- each.

The issued, subscribed and fully paid-up share capital of the said Company is Rs. 45,60,000/- divided into -

- 1,03,500 12% Cumulative Preference Shares of Rs. 10/- each, fully paid-up.
- (ii) 3,10,500 4% Non-cumulative Preference Shares of Rs. 10/- each, fully paid-up.
- (iii) 42,000 Equity Shares of Rs. 10/- each, fully paid-up.
- 2.2 Authorised share capital of Transferee Co. is Rs. 2,00,00,000/- divided into 19,50,000 Equity Shares of Rs. 10/- each and 5,000, 9.5% Redeemable Cumulative Preference Shares of Rs. 100/- each.

Issued and subscribed capital of the Transferee Company is Rs. 1,33,25,000/divided into 13,32,500 Equity Shares of Rs. 10/- each. The Company has forfeited 56,350 Equity Shares for calls in arrears after 30.6.1985. Paid-up share capital after such forfeiture is Rs. 1,27,61,500/-.

# 3. BASIS OF SCHEME

- 3.1 The Scheme is subject to various sanctions, consents, approvals mentioned in paragraph 11 of the Scheme.
- 3.2 The Scheme is based on the financial position as shown in the respective balance sheets of Transferor and Transferee Company as on 30.6,1985.
- 3.3 The Undertaking of Transferor company shall without any further act of deed, stand transferred to and be vested in the Transferee Company w.e.f. the commencement of business on the specified date pursuant to and in terms of section 394 of the Companies Act, 1956, subject however to all charges, liens, mortgages, if any.
- 3.4 All the liabilities, duties and obligations, including for taxation, and whether present or contingent of Transferor Company shall also stand transferred without further act or deed to Transferee Company w.e.f. the specified date pursuant to and in terms of section 394 of the Companies Act, 1956, so as to became as from that date the liabilities, duties and obligation of Transferee Company.

All legal proceedings by or against the Transferor Company pending on the effective date shall be continued and be enforced by or against the Transferee Company, as the case may be.

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

- 3.5 With effect from the specified date till effective date, the Transferor company shall be deemed to have carried on all the business and activities and stand possessed of all properties so to be transferred for and on account of and in trust for the transferee company and the profits accruing to the transferor company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the transferee company as the case may be and the transferor company shall not alienate charge or otherwise deal with the said undertaking or any part thereof, except in the ordinary course of its business without the consent of the transferee company.
- 3.6 The amalgamation is conditional upon sanction of the High Court of Delhi at New Delhi to the Transferee Company to carry out the reduction of its subscribed and paid-up equity capital of Rs. 1,27,61,500/- consisting of 12,76,150 equity shares of Rs. 10/- each fully paid-up to Rs. 6,38,075/-,by reducing the paid-up value of each of 12,76,150 equity shares from Rs. 10/- to Rs. 0.50/- each fully paid-up into 63,808 Equity Shares of Rs. 10/- each fully paid-up.

The amalgamation is also conditional upon the sanction of the High Court of Delhi at New Delhi to the Transferee Company to carry out further reduction of its subscribed and paid-up equity capital out of the above said 63,808 equity shares to the extent of the following:-

- (a) At the rate of Rs. 10/- per share in respect of 1,52,700 shares which the transferor company is entitled as a member in view of the cancellation of their holding as specified hereinalter.
- (b) At the rate of Rs. 10/- per share to the extent of the number of shares for which the concerned shareholders of the transferee company opting to accept Depentures as hereinafter referred to.
- 3.7 No fractional certificate shall be issued pursuant to such reduction and consolidation of share capital of transferee company in favour of any member. All such fractions shall be consolidated as representing one new Equity Share and allotted to a transferee as may be nominated by the Board of Transferee Company and that he shall sell the same and distribute the proceeds to the members entitled thereto and the members of transferee company shall accept the same in lieu of such fractions. After such consolidation, if any fraction is left out, the same shall be ignored. This clause shall be applicable only in respect of those members of the Transferee Company who do not opt for conversion of their holding into Debentures as hereinafter referred to.
- 3.8 After the reduction and consolidation of capital as stated in para 3.6 and para 3.7 has taken place, the members of the transferee company shall be eligible to get at their option 6(six) 15% Secured Redeemable Deberitures of the paid-up value of Rs. 100/- each in lieu of the reconstructed/consolidated 5 (five) Equity Shares of Rs. 10/- each. These Debentures will be Non-convertible and Redeemable at par after five years or earlier at the option of the Company from the date of issue in two equal annual instalments. The debentures will be secured by creation of Trust in whose favour, fixed assets of the Transferee Company will be mortgaged by the creation of a second charge.

The Transferee Company shall give notice to its members in this regard along with the notice for shareholders meeting to be convened as per the directions of the Court, with a prepaid reply letter and allow a period of 15 days from the date of notice to exercise the option to convert his/her/its entitlements/holding into Debentures as referred to above so that the final position regarding the number of shareholders, who opt for the conversion is available sufficiently in advance of the Court meeting. The Transferee Company is at liberty to presume that the shareholder opts for conversion into Debentures in case no communication in this regard is received by it within the prescribed time 15 days, in case of fractional entitlements for Debentures the same procedure as in the case of allotment of shares shall be followed.

3.9 Industrial Finance Corporation of India as lead institution for All India Financial Institutions has conveyed "No objection" to the Scheme of Amalgamation vide its letter No. C. IV/127/85-96322 dated 31st Dec., 1985.

It has also granted certain relief and concessions vide aforesald letter read together with its earlier letter No. C.IV/127/85-50666 dated 18.7.1985, including, inter alia, waiver of penal/compound interest accrued and due

upto 30.6, 1985, rescheduling the payment of principal amount of term loans and waiver of conversion clause etc.

State Bank of Patiala has also agreed vide its letter No. C & 1/264 dated 10.12.1985 to convert the outstanding balance in cash credit A/C into working capital term loans which will be repayable in six equal half yearly instalments beginning from 1.1.1986.

State Bank of Patiala has also granted some other reliefs and concessions vide its aforesaid letter to the Company such as :

- (i) Reduction in the rate of interest from 17.5% to 13.5% w.e.f 1.1.85.
- (ii) Funding of interest w.e.f. 1.1.85 at the revised rates, i.e. 13.5% per annum and the amount of funded interest will be made a part of the working capital term loan.

The charge of the financial institutions/banks who have given loans to the transferor/ transferee company shall remain unchanged and restricted to the respective undertakings of transferor/transferee company as these stood before amalgamation.

- 3.10 In Consideration of vesting of the properties, assets and debts, liabilities, duties and obligation of the transferor company in the transferoe company, in terms of this scheme, the transferoe company shall issue and allot shares at par credited as fully paid-up to the members of the transferor company as mentioned hereunder;
  - 2,58,750 12% Redeemable Cumulative Preference Shares of the face value of Rs. 10/- each fully paid up to the holders of 12% Cumulative Preference Shares of Rs. 10/- each or their heirs, executors, administrators, or other legal representatives or their successors in title, as the case may be on pro-rata basis.
  - (ii) 3,10,500 4% Redeemable Non-Cumulative Preference shares of face value of Rs. 10/- each fully paid-up to the holders of 4% Non-Cumulative Preference Shares of Rs. 10/- each or their heirs, executors, administrators, or other legal representatives or their successors in title, as the case may be on prorata basis.
  - (iii) 45,48,000 Equity Shares of the face value of Rs. 10/- each fully paid up to the Equity Shareholders or their heirs, executors, administrators or other legal representatives or their successors in title, as the case may be.

The consideration payable to the Equity Shareholders being mutually agreed on the basis of the value of Equity shares of the Transferor Company by the earnings yield method (being the lower of the two certified methods of valuation) which works out to an equivalent of 136 shares of the transferee company per Equity share of the transferor company. Accordingly the consideration would have been Rs. 571.2 lacs. As the Equity Shareholders will not be compensated for the reserves to the extent of Rs. 116.40 lacs, since those reserves will be taken over by the transferee company, the net consideration to the Equity Shareholders is determined and agreed to as Rs. 454.80 lacs.

- (iv) The Transferee Company shall obtain necessary approval from the Controller of Capital Issues for the issue of the above-said Preference and Equity shares to the shareholders of the Transferor company and for the Debentures to the extent applicable.
- (v) The Equity shares after reduction in the capital of Transferee company to be issued and allotted to the shareholders of the Transferor company pursuant hereto shall rank pari passu in all respect with the existing share capital of the Transferee Company.
- (vi) 1,52,700 Equity shares of the Transferee company to be held by the Transferor company shall be cancelled to the extent of 50 paise per share capital account and the balance against the reserve of the Transferee company after the undertaking is vested in the Transferred Company.
- (vii) To facilitate the allotment of shares of the Transferee company to the shareholders of the Transferor company as stated above, the transferee company shall increase its authorised share capital to Rs. 5.25 crores consisting of 46,30,750 Equity Shares of Rs. 10/- each, 2,58,750, 12% Redeemable Cumulative Preference Shares of Rs. 10/- each, 3,10,500, 4% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each and 5,000, 9,5% Redeemable Cumulative Preference Shares of Rs. 100/- each.
  - The Transferee company shall arrange to pass the necessary resolutions and also to take other appropriate steps in this connection.
- (viii) The Transferee Company shall cause the necessary resolutions to be passed pursuant to Section 81(1 -A) of the Companies Act, 1956, for the offer and allotment of Preference and Equity Shares in the Transferee Company to the Shareholders of the Transferor Company in accordance and pursuant to the provisions of this scheme.
- (ix) Subject to Scheme being sanctioned and order being passed by the High Court of Delhi at New Delhi under Section 394 of the Act and on this Scheme becoming effective, the Transferor company shall be dissolved without winding up.

## 4. CHANGE OF NAME, OBJECTS AND ACCOUNTING YEAR

- 4.1 On amalgamation and on the dissolution of the Transferor company without winding up, the name of the Transferoe company shall be changed from its existing name of Vidogum And Chemicals Ltd. to Dabur India Limited subject to compliance with the applicable provisions of the Companies Act, 1956. The Transferoe company shall arrange to pass the necessary resolutions at its General Meeting and shall obtain the necessary approvals in this regard from the concerned authorities.
- 4.2 The Transferee company would be entitled to represent itself and carry on business under the Trade Name "Dabur" or under any other such name where "Dabur appears; as leading essential or key portion with or without any prefix or suffix and shall also be entitled to use such names on the labels, cartons, packings, containers, wrappers, directions or any other material, whether affixed, engraved/embossed on the products or not.

The Transferee Company shall also be allowed to use packing materials including labels, cartons, stickers, Directions, Wrappers, Containers or any other material whether affixed, engraved/embossed on the products or not which would be in stock with the transferor company till such stocks exhaust without making any amendment on those packing materials.

- 4.3 The Transferee company shall incorporate in its Memorandum & Articles of Association such objects of the Transferor company which will enable the Transferee company to continue the business of the Transferor Company without any interruption. For this purpose, the Transferee company shall pass the necessary resolutions at its General Meeting and shall take all necessary steps to obtain approvals from the concerned authorities.
- 4.4 The financial year of the Transferee company shall be changed from 1st May to 30th April each year to 1st July to 30th June each year. However, for the current financial year of the Transferee company, i.e. from 1st May, 1985 the year will end on 30th June, 1986, thereby constituting a period of 14 months from 1st May, 1985 to 30th June, 1986. The Transferee Company shall obtain the necessary approvals from all the concerned authorities, for effecting the change in the accounting year.

# PROTECTION OF EMPLOYMENT

The Transferee company shall employ all the existing employees of the Transferor Company on the terms and conditions not less favourable to them than the terms on which they were employed in the transferor company. Their services with the Transferor company prior to amalgamation shall not be treated as having been broken for the purposes of provident fund, gratuity and other benefits and will be reckoned for all such purposes from the date of their respective appointments with the transferor company. It shall be deemed that for all purposes, the continuity of service of the employees is not affected.

### DIVIDEND

Notwithstanding anything contained in this Scheme, the shareholders of the Transferor Company shall be entitled to receive dividend as may be declared in the General Meeting of the Transferor Company. And the Board of Directors of the Transferor company shall remain competent to recommend declaration of dividend till this scheme of Amaigamation becomes effective.

## MANAGEMENT

On the dissolution without winding up of the Transferor Company, the Directors of the Transferor Company will constitute the Board of Directors of the Transferee Company along with the Nominee Directors of the latter Co. The whole-time Directors of the Transferor Company will function with the same designations as the Whole-time Directors in the Transferee Company and their terms of appointment will remain unchanged subject to relevant provisions of the companies Act, 1956.

 The Board of Directors of the Transferor Company and of the Transferee Company acting jointly or any person or persons duly authorised by them respectively may consent on behalf of all concerned to any modifications, amendments and/or additions to this Scheme or agree to any conditions which the Court may deem fit to pass on or impose and may do all acts, deeds, matters and things necessary or desirable for carrying this scheme into effect. After the dissolution of the Transferor company, the Transferee company by its Directors be and is thereby authorised to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any order of the court of any directive or order of any other authorities or otherwise howsoever arising thereunder or by virtue of this Scheme and/or any matters connected with to carry the same into effect.

#### APPLICATION U/S 391 AND 394 OF THE COMPANIES ACT, 1956.

- 9.1 The Transferor Company and the Transferee Company shall both with all reasonable despatch make applications u/s 391 and 394 of the Companies Act, 1956 to the High Court at New Delhi for sanctioning the Scheme of Amalgamation and dissolution of Transferor company without winding up.
- 9.2 In the event of any of the sanctions and approvals as mentioned in paragraph 11 of this Scheme not being obtained and /or the scheme not being sanctioned by the Court and/or the order or orders not being passed before 30th June 1986 or within such further period or periods as may be agreed upon between the transferor company by its Directors and the Transferee company by its Directors, this scheme shall become null and void.

### 10. EXPENSES OF AMALGAMATION

All costs and expenses in relation to or in connection with this Scheme and in carrying out and completing the terms and provisions of this scheme and incidental to the completion of amalgamation of the said undertaking of Transferor company in pursuance of this Scheme shall be and paid on attorney and client basis by the transferee company alone upon amalgamation being finalised, otherwise it shall be borne by the transferor company.

### 11. CONDITIONS OF THE SCHEME TO BE OPERATIVE

The Scheme is subject to the following conditions and shall become operative and effective as soon as, but not before:-

- (i) The sanction of the High Court of Delhi at New Delhi as provided in Sections 391 and 394 of the Companies Act, 1956; on behalf of the Transferor and the Transferee companies is obtained.
- (ii) Approval of the scheme by the requisite majority of the members of the transferor company and transferee company is obtained.
- (iii) All necessary resolutions are passed by the transferee company for issuing the necessary share capital, Debentures, change of name and objects clause of the Memorandum of Associations required for the purpose of carrying into effect this scheme of amalgamation.

Application for reduction of share capital made u/s 100 of the Companies Act, 1956 by the transferee company is approved by the High Court of Delhi at New Delhi.

#### PARTH

# (special resolution dated 23.2.1986 of the transferee company)

"Resolved that pursuant to section 100 of the Companies Act, 1956 and subject to the confirmation by the High Court of Delhi at New Delhi, the share capital of the company be reorganised (i) by reducing the subscribed and paid-up equity share capital of the company by Rs. 1,21,23,425 by cancelling the paid-up ordinary share capital of the company which is lost and unrepresented by available assets to the extent of 95% per share, upon each of the 12,76,150 equity shares of Rs. 10 each, and consequent to such reduction (ii) by issue of 63,808 new equity share: of Rs. 10 each credited at par to the holders of existing 12,76,150 shares of Rs. 10 each in the proportion of one new equity share of Rs. 10 each for 20 existing ordinary shares of Rs. 10 each.

Resolved further that share capital be further reduced to the extent as may be required consequential to the issue of debentures to the shareholders as per the proposed amalgamation scheme and also for cancellation of 1,52,700 shares of Rs. 15,27,000/-held by Dabur (Dr. S.K. Burman) (P) Ltd. as investment in the company.

Resolved further that any fractional crititement resulting from issue of shares aforesard shall be allowed to person to be nominated by the Board, who shall dispose of such shares and distribute the net proceeds among the shareholders entitled to the fractional entitlement in proportion in which they would be so entitled.

Further Resolved that the Board of Directors be and are hereby authorised to make suitable modifications in the extent of reduction/consolidation to settle any practical difficulty in implementing the above Resolution."

# PARTIII (Form of Minute)

The paid-up capital of M/s Vidogum & Chemicals Ltd. is henceforth Rs. 25,200/divided into 2520 equity shares of Rs. 10 each, reduced from Rs. 1,27,61,500/-. At the date of the registration of this minute 2520 equity shares have been issued and are deemed to be fully paid, and the remaining 19,47,480 equity shares of Rs. 10/each, and 5000 9.5% rodec; nable cumulative preference shares of Rs. 100/- each are unissued.

### SCHEDULE

### PART I

# FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY AS AT 30.6.1985.

Factory and office buildings constructed on land situated at Netaji Subhash Chander Bose Road (Leading to Baruipur from Calcutta) Narenderpur, 24 Parganas Distt. West Bengal, measuring 13,159 acres.

- Factory buildings, residential quarters and office buildings constructed on land measuring covered area of 3.5 acres situated at an important suburb of Calcutta having its frontage on the main Raja S.C. Mullick Road, P.O. Garia, Calcutta-700 084.
- Vacant land measuring 2.47 acres situated at 47/A, S.N. Ghosh Avenue Elaichi, 24 Parganas Distt. West Bengal falling in Rajpur Municipality Area.
- Office Flat No. A-1, 14th Floor, 33-A, Jawaharlal Nehru Road, Chowranghee, Calcutta-700 907 having total plinth area of 1600 sq. feets.
- Factory building, office building and guest house constructed on land measuring 8.3 acres situated at Deoghar, P.O. Deoghar Santhal Paraganas, Railway Station Baidanathdham, Jasidih, Eastern Railway, Bihar.
- Office and godown building constructed on land measuring 1,472 sq. yd. situated at Mohalla Kaharan (in residential area within Municipality limits of the town Hathras Distr. Aligarh, U.P.)
- Temporary sheds and herbal farms on the land measuring 38,418 sq. yd. situated in front of Dabur Factory at 22, Site IV, Sahibabad, Ghaziabad.
- Off ice-cum-residential flat situated at Flat No. G-9, 7th Floor, Commerce Centre. 78, Tardeo Road, Bombay-400 034.
- A residential flat situated at 3-4, Sagar Apartment, 2rid Floor, 6, Tilak Marg. New Delhi - 110 001.
- A basement No.-23-A situated at Sagar Apartment, 6, Tilak Marg, New Delhi 110 001.
- Plant and Machinery installed in the factory builings.
- Furniture, fixtures and office equipment lying in or installed in the factory building, office building or residential buildings.
- Capital-work-in-progress at factory building and other premises.
- Vehicles owned by the transferor company.
- 15. Library books and live stock owned by the transferor company.

### PARTII

# LEASE HOLD PROPERTY OF TRANSFEROR COMPANY AS AT 30.6.1985

- Factory and office building constructed on land measuring 95,679 sq. yd. situated at Plot No. 22, Site No. IV, Sahibabad, U.P. The land is on 90 years lease from UPSIDC, on yearly rent@ Rs. 100/- per acre during the first 30 years and Rs. 150/- per acre during the next 30 years and Rs. 225/- per acre after the expiry of the first 60 years.
- Factory building constructed at land measuring 2.8 acres situated at Kusum Kanan, Raja, S.C. Mullick Road, P.O. Garia, 24 Paraganas Distt. West Bengal. The land is on 30 years lease w.e.f. October, 1960 from Deb Kumar Bannerjee.

- Land measuring 0.917 acres at Rajpur situated behind Garia factory of Dabur at S.C. Mullick, Road, P.O. Garia, 24 Parganas Distt. West Bengal.
- Plant and Machinery installed in the factory building.
- Furniture, fixture and office equipment lying in or installed in the factory buildings, office buildings or residential buildings.
- Capital work-in-progress at factory buildings and other premises.

### PART III STOCK, SHARES, DEBENTURES AND OTHER CHOSES IN ACTION AS AT 30TH JUNE, 1985

- Stock of raw material.
- 2. Stock of finished goods.
- Stock of goods in progress.
- Stock of consumable stores and spares.
- Stock of packing materials.
- Sundry debtors.
- Amount recoverable from banks and other institutions, in current account and fixed deposit.
- Investment in shares.
- Cash in hand.
- 10. Other current assets, loans and advances.

Dated this 12th day of September, 1986. (By the Court)

Sd/-USHA MEHRA REGISTRAR

#### 17.10.2003

Present:

Mr. Rajiv Nayar, Senior Advocate, with Mr. Sandeep Mittal and Mr. Ashish Jha for

the petitioners.

Mr. S.K. Sharma, Dy.ROC, for the Regional Director, Northern Region, Department of Company Affairs, Kanpur.

#### CP Nos. 324/2003 & 325/2003.

This petitions have been filed by the petitioners under Sections 391 to 394 of the Companies Act praying for senction of the Scheme of Arrangement between Dabur India Limited (the transferor Company) and Dabur Pharma Limited (the transferor company).

The registered offices of the transferor as well as the transferee companies are located at New Delhi which are within the territorial jutisdiction of this Court.

The Board of Directors of the transferor as well as the transferee company had passed resolutions approving the proposed Scheme of Arrangement.

The transferor as well as transferee companies filed applications under Section 391(1) to 394 of the Companies Act, 1956, which were registered as C.A. (M) 116/2003 & 117/2003, respectively, praying for directions regarding the convening of the meetings of the shareholders and creditors of the said company for the purpose of considering and approving the Scheme of Arrangement. The said applications were disposed of by this Court by order dated May 21, 2003 directing dispensing with the holding of meeting of secured creditors of the transferor company and further directing for convening the meetings of the unsecured creditors and the shareholders of the transferor company. However, in the case of the transferoe company the requirement of convening and holding of separate meetings of the equity shareholders and creditors was dispensed with. Accordingly, the meetings of the unsecured creditors and shareholders of the transferor company were held and the report of the Chairman has been filed on record. Thereafter, the transferor as well as the transferee company have filed the present petitions for sanction of the Scheme of Arrangement under sections 391 to 394 of the Companies Act.

Notices of these petitions were issued and duly served on the Regional Director, Department of Company Affairs, Kanpur. Notice was also advertised in the newspapers in compliance with this court's order dated August 11, 2003.

The Regional Director has submitted a report wherein two observations have been made. The first observation pertains to the fact that 46 shareholders holding 3961 equity shares voted against the proposed scheme of arrangement and votes of 89 shareholders were found invalid. It, however, cannot be disputed that the aforesaid scheme of arrangement was approved by 3/4° majority in terms of the provisions of thesection 391(2) of the Companies Act as is indicated from the report of the Chairman of the meeting. The 46 shareholders who had voted against the proposed scheme of arrangement constitute about .12% only, whereas 99.88% of the shareholders have voted in favour of the claim. Since the majority in number representing 3/4° in value of the members present and voting agreed to the scheme of arrangement, therefore, the provisions of section 391 of the Companies Act stand satisfied.

The other observation that is made by the Regional Director is that the transferee company, namely, M/s. Dabur Pharma Ltd. is stated to be a wholly owned subsidiary of the transferee company, whereas from the reply dated September 1, 2003 it transpires that the transferor company holds 99.88% of the shares of the transferee company. In respect of this observation made by the Regional Director the petitioner has filed a short affidavit contending inter alia that at the time of incorporation it was necessary to ensure compliance with the provisions relating to minimum number of shareholders contained in section 12(1) of the Companies Act. In that view of the

matter, minimum number of shareholders of a public company which was seven had to be maintained. It is contended by the counsel appearing for the petitioner before me that in order to keep parity with the aforesaid provisions nominal number of shares, i.e., 100 equity shares of Re.1/- each, were allowed to each of the six persons who were closely associated with the petitioner company in their capacity as promoter/employees in order to meet the technical requirement of the aforesaid section. If is, however, reiterated in the affidavit that the relationship between the transferor and the transferee company is that of a company and its wholly owned subsidiary. Be that as it may, the records clearly prove and establish that the transferee company is a subsidiary company of the transferor company and, therefore, the observation made by the Regional Director cannot be accepted as a ground to reject the scheme of arrangement which is propounded by the petitioner.

in spite of advertisement of the notice of these politions in the newspapers, none else has filed any objection to the grant of sanction to the Scheme of Arrangement.

In the aforesaid circumstances and having regard to the averments made in these petitions and the materials placed on record and the reports filed by the Regional Director, Department of Company Affairs, Kanpur, I am satisfied that the prayers made in the petitions deserve to be allowed. I also do not find any legal impediment to the grant of sanction to the Scheme of Arrangement. Hence, sanction is hereby granted to the above-mentioned scheme of arrangement under Sections 391 to 394 of the Companies Act, 1956.

Both the petitions stand disposed of in terms of the above order,

A copy of this order be given dasti to the counsel for the the petitioners.

Sd /-

Dr. Mukundakam Sharma, J.

October 17, 2003

THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF APRANGEMENT
BETWEEN
COMPANY PETITION NO. 324/2003 CONNECTED WITH
COMPANY APPLICATION NO. (M) 116/2003
IN THE MATTER OF DABUR INDIA LTD.
having its regd. office at 8/3, Asaf Ali Road, New Delhi - 110002

...... Petilioner/Transferor Company

AND

COMPANY PETITION NO. 325/2003
CONNECTED WITH
COMPANY APPLICATION NO. 117/2003
IN THE MATTER OF DABUR PHARMA LTD.,
having its regd. office at 3, Factory Road, New Delhi-110029

...... Petitioner/Transferee Company

### BEFORE HON'BLE DR. JUSTICE MUKUNDAKAM SHARMA DATED THIS 17TH DAY OF OCTOBER, 2003 ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petitions coming up for hearing on 17.10.2003 for sanction of the Scheme of Arrangement proposed to be made between Dabur India Ltd., (hereinafter referred to as the transferor company) and Dabur Pharma Ltd., (hereinafter referred to as the transferee company) upon reading the said petition, the orders dt. 21/5/2003, 28.5.2003 whereby the requirement of convening the meeting of secured creditors of the transferor company and meeting of shareholders and creditors of transferee company was dispensed with and transferor company was ordered to convene a meeting of its unsecured creditors and shareholders for the purpose of considering, and if thought fit, approving, with or without modification the scheme of arrangement and annexed to the affidavit of Secretary/Director of the Companies, filed on the 19th day of May, 2003, and the publication in the Newspapers namely (1) The Indian Express (English) (2) Jansatta (Hindi) both dated 3.7.2003 each containing the advertisement of the said notice of convening the said meetings directed to be held by the said order dated 21/5/2003 and 28/5/2003, the affidavit of Chairman filed on 25/7/2003 showing the publication and despatch of the notices convening the said meetings, the reports of Chairman of the said meetings, as to the result of said meetings and upon hearing Mr. Rajiv Nayar, Senior Advocate, with Mr. Sandeep Mittal and Mr. Ashish Jha Adv., for the petitioners Mr. S.K. Sharma, Deputy Registrar of Companies, for the Regional Director, Northern Region, Department of Company Affairs, Kanpur, and it appearing from the reports that the proposed scheme of arrangement has been approved by 3/4th majority without any modification by the said shareholders and unsecured creditors of the Transferor Company present and voting either in person or by proxy and upon reading the affidavit dated 24.9.2003 of Sh. U.C. Nahta, Regional Director, Northern Region, Department of Company Affairs, Kanpur on behalf of Central Government and observation made by the Regional Director in his report having been rejected and there being no investigation proceedings pending in relation to the petitioner companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT setforth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of Pharmaceutical Division/Undertaking of the transferor company and transferee company and all concerned and doth approve the said scheme from the appointed date i.e.1.4. 2003.

# AND THIS COURT DOTH FURTHER ORDER;

- 1. That all the property, rights and powers of Pharmaceuticals undertaking or division of the Transferor also as specified in the First, Second and Third Part of the Schedule- II hereto and all other further act or deed to the transferee company and accordingly the same shall pursuant to Section 394(2) interest of the Pharmaceuticals Division of transferee company for all the estate and charges now affecting the same; and
- That all the liabilities and duties of the Pharmaceutical Division of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to the Transferee Comany; and
- That all the proceedings now pending by or against the Pharmaceutical division of the Transferor Company be continued by or against the Transferee Company; and
- 4. That the Transferee Company do without further application affort to such members of the Pharmaceutical Division of the Transferor Company as have not given such notice of dissent as is required by Clause 9 are entitled under said Arrangement; and
- That the Pharmaceuticals Division of the Transferor Company do within 30 days after the date of this
  order cause a certified copy of this order to be delivered to the Registrar of Companies for registration.
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

# SCHEDULE - I SCHEME OF ARRANGEMENT

#### BETWEEN

Dabur India Limited

Transferor Company

AND.

Dabur Pharma Limited

Resulting Company

UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956 AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS IN RESPECT OF THE PHARMACEUTICALS UNDERTAKING OF DABUR INDIA LIMITED

#### PART I - GENERAL

- Debur India Limited ("DIL") is a listed company presently engaged in the businesses of Pharmaceuticals.
   Ayurvedic Specialities, Family Products and Healthcare Products.
- B. The present Scheme of Arrangement (hereinafter referred to as "this Scheme") would involve transfer on a going concern basis of the Pharmaceuticals Undertaking ("Demerged Undertaking" as defined later in this Scheme) into Dabur Pharma Limited ("DPL", a wholly owned subsidiary of DIL), with DIL focusing on the Rémaining Business (as defined later in this Scheme) and in consideration thereof, issue of equity shares by DPL to the shareholders of DIL on a proportionale basis, pursuant to section 394 and other relevant provisions of the Companies Act, 1956 and in compliance with the norms laid down under section 2(19AA) of the Income Tax Act, 1961. This restructuring is intended to provide greater business focus both in DIL and DPL.
- C. The Board of Directors of both the Demerged Company and the Resulting Company are of the opinion that the demerger would result in benefit to the shareholders, creditors, employees of both the companies and the general public.

### 1. DEFINITIONS

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

- (a) "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- (b) "Appointed Date" means the First day of April, 2003 or such other date as may be fixed by the High Court of Judicature at New Delhi, or by such other authority having jurisdiction under law.
- (c) "Demerged Undertaking" means the Pharmaceuticals Undertaking or division of DIL largely comprising, inter alia, of the business activity of Pharmaceuticals being carried on by DIL on a going concern basis, including the manufacturing and/ or allied activities at the following units (hereinafter referred to as Pharmaceuticals Units), as on the Appointed Date:
  - Injectibles Unit' at 19, HPSIDC Industrial Area, Baddi 173 205, Distt. Solan, Himachal Pradesh
  - Kalyani Unit' at D35, Industrial Area, Kalyani, Distt. Nadia 741 235, West Bengal
  - Trading branch at Lion Court, Farnham Road, Bordon, Hampshire, GU35 ONF, United Kingdom
  - Non-trading Office at Barikovsky PCR, 4, Part 2, Room 212, 213, Moscow 119034, Russia
  - Mon-trading office in Thailand

and shall include (without limitation):

- all assets wherever situated, whicher movable or immovable, leasehold or freehold, tangible or intangible, including all plant and machinery, buildings, offices, roads and culverts, tubewell installations, capital work-in-progress, vehicles, furniture, fixtures, office equipment, computer installations, electricals, appliances, accessories, investments including investment specified in Schedule A, stecks pertaining to or relatable to the Demerged Undertaking;
- all liabilities present and future (including the liabilities allocable as per Clause 4.8 of this Scheme) and the specific contingent kabilities pertaining to or relatable to the Demorged Undertaking.
- all rights and licences, all assignments and grants thereof, all permits, registrations, quotarights, import quotas, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/state governments, quality certifications and approvals, drug approvals (both Indian and foreign), product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any in relation to the office and/or residential properties for the employees, investments and/ or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking, either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverables, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Transferor Company in relation to the Demerged Undertaking, funds belonging to or proposed to be utilised for the Pharmaceuticals Units , privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Transferor Company in relation to the Demerged Undertaking or any powers of attorney issued in favour of the Transferor Company or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which the Transferor Company was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes. facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking;
- all permanent employees of Dabur India Limited substantially engaged in the Demerged Undertaking and those permanent employees that are determined by the Board of Directors of the Transferor Company, to be substantially engaged in or in relation to the Demerged Undertaking:
- all deposits and belances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by the Transferor Company, directly or indirectly in connection with or in relation to the Demerged Undertaking;
- all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes along with their ficenses, manuals and back up copies, drawings, other 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 or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking;
- all trademarks, tradenames, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests exclusively relating to the goods or services being dealt with by the Demerged Undertaking, including

those illustratively listed in Schedule B; but shall not include any assets or liabilities relating to the Remaining Business of the Transferor Company.

It is intended that the definition of Pharmaceuticals Undertaking under this clause would enable the transfer of all property, assets and liabilities of the Pharmaceuticals Undertaking to DPL pursuant to this Scheme.

It is hereby clarified that the Pharmaceuticals Undertaking shall include without limitation the immovable properties illustratively listed in Schedule C of this Scheme of Arrangement.

- (d) "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 14 hereof have been fulfilled. References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of the Scheme" shall mean the Effective Date.
- (e) "Housemark" shall mean the trademark and tradename DABUR, irrespective of the goods or services in respect of which it is used or is proposed to be used in the immediate or distant future.
- (f) "Remaining Business" means all other businesses, divisions, assets and liabilities of the Transferor Company other than the Demerged Undertaking as defined in sub clause (c).
- (g) "Resulting Company" or "Dabur Pharma Limited" or "DPL" means Dabur Pharma Limited, a company incorporated under the Act and having its registered office at 3 Factory Road, New Delhi.
- (h) "Scheme of Demerger" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form or with any modifications made under Clause 12 of the Scheme.
- (i) "Specified Date" means the date to be fixed by the Board of Directors or a committee thereof of the Transferor Company for the purpose of determining the members of the Transferor Company to whom shares will be allotted pursuant to Clause 9.1 of this Scheme.
- (i) "Transferor Company" or "Demorged Company" or "Dabur India Limited" or "Dit." means Dabur India Limited, a Company incorporated under the Act and having its registered office at 8/3 Asaf Ali Road, New Delhi-110002.

#### 2. DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date, though it shall be effective from the Effective Date.

### SHARE CAPITAL

(a) The authorised, issued, subscribed and paid up capital of the Transferor Company as on March 31, 2003 was as follow:

Particulars Authorised Capital	Amount (Rs.)
500,000,000 Equity Shares of Re 1/- each	500,000,000
Issued, Subscribed and Paid-Up Capital	
285,749,934 Equity Shares of Re 1/- each	285,749,934

b) The authorised, issued, subscribed and paid up capital of DPL as on March 31, 2003 was as follows:

Particulars	Amount (Rs.)
Authorised Capital	
150,000,000 Equity Shares of Re 1/- each	150,000,000
Issued, Subscribed and Paid-Up Capital	
500,000 Equity Shares of Re 1/- each	500,000

(c) This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under section 2(19AA) of the Income tax Act, 1961. If any terms or provisions of the Schoole are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(19AA) of the Income Tax Act. 1961. Such modification will however not affect other parts of the Schema

# PART II - DEMERGED UNDERTAKING

# TRANSFER OF UNDERTAKING

- 4.1 With effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in Section 394(2) of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from the Transferor Company, and be transferred to and vested in or be deemed to have been transferred to and vested in DPL on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of DPL.
- 4.2 All assets acquired by the Transferor Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking, shall also stand transferred to and vested in the Resulting Company upon the coming into effect of the Scheme, at
- 4.3 In respect of such of the assets of the Demerged Undertaking (mentioned in Clause 4.1 and Clause 4.2 above) as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by the Transferor Company and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of the Transferor Company and the Board of Directors of the Resulting Company within thirty days from the Effective Date.
- 4.4 In respect of such of the assets of the Demerged Undertaking other than those referred to in Clause 4.3 above, the same shall, as more particularly provided in Clause 4.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 394 of the Act or other provisions of law as applicable.
- 4.5 It is hereby clarified that the rest of the assets and liabilities (other than those forming part of the Demerged Undertaking or otherwise specified in this Scheme), if any, of the Transferor Company shall continue to vest in the Transferor Company.
- 4.6 Upon the coming into effect of the Scheme, as regards the future usage of the Housemark by the Resulting Company, it is clarified that the Transferor Company and the Resulting Company shall enter into a licensing arrangement on the basis of such terms and conditions as are mutually agreed.
- 4.7 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts). powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the goods or services being dealt with by the Demerged Undertaking, be transferred to

In so far as the various incentives, sales tux deferral benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, 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, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions.

- 4.8 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of the Transferor Company as on the Appointed Date and being a part of the Demerged Undertaking shall, without any further act or deed be and shall stand transferred to the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans or incurred such borrowings and the Resulting Company undertakes to meet, discharge and satisfy the same:
  - (a) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking;
  - specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the Demerged Undertaking;
  - (c) in cases other than those referred to in sub-clauses (a) and (b) above, proportionate part of the general or multipurpose borrowings and liabilities of the Transferor Company allocable to the Demerged Undertaking in the same proportion in which the value of the assets transferred under this Scheme bears to the total value of the assets of the Transferor Company immediately before the demerger. It is hereby clarified that upon the coming into effect of this Scheme, where any regulatory approvals are required for the purposes of apportioning the general or multipurpose borrowings as provided herein, the same shall be obtained by the Transferor Company and/ or the Resulting Company by way of specific applications in this behalf.
  - 4.9 Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become its liabilities and obligations.
  - 4.10 Upon the coming into effect of this Scheme, the balances as on the Appointed Date of general or multipurpose borrowings shall be transferred to and assumed by DPL in the proportion provided in Clause 4.8 (c) above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of the Resulting Company. However, without prejudice to such transfer of proportionate liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the Resulting Company may discharge such liability (including accretions thereto) by making payments on the respective due dates to the Transferor Company, which in turn shall make payments to the respective creditors.
  - 4.11 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Transferor Company as on the Appointed Date is concerned, it is hereby clarified that the Transferor Company and the Resulting Company shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed.

- 4.12 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of Section 293 (1) (d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of the Transferor Company which are being transferred to the Resulting Company pursuant to the Scheme, such limits being incremental to the existing limits of the Resulting Company, with effect from the Appointed Date.
- 4.13 The provisions of this Clause insofar as they relate to the transfer of liabilities to the Resulting Company shall operate notwithstanding anything to the contrary confained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.
- 4.14 It is hereby clarified that all assets and liabilities of the Demerged Undertaking 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
- 4.15 It is clarified that since the Transferor Company beneficially owns over 90% of the Issued share capital of the Resulting Company as on the Appointed Date, the transfer of the Demerged Undertaking in pursuance of this Scheme shall be eligible to the benefit under Notification No 1, dated January 16, 1937 issued under Section 9(a) of the Indian Stamp Act, 1899.

# CONTRACTS AND DEEDS

- 5.1 Upon the coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Resulting Company had been a party or beneficiary or oblique thereto.
- 5.2 Without prejudice to other provisions of the Scheme and notwithstanding that vesting of the Demerged Undertaking with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if sorequired under any law or if it is otherwise considered necessary or expedient, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Transferor Company will, if necessary, also be a party to the above.

# LEGAL PROCEEDINGS

6.1 Upon the coming into effect of the Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Demerged Undertaking shall be continued and enforced by or against the Resulting Company after the Effective Date. In the event that the legal proceedings referred to herein require the Transferor Company and the Resulting Company to be jointly treated as parties thereto, the Resulting Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor Company. In the event of any difference or difficulty in determining whether any specific legal or other proceeding relates to the Demerged Undertaking or not, the decision of the Board of Directors of the Transferor Company as to whether such proceeding relates to the Demerged Undertaking or not, shall be conclusive evidence of the relationship with Demerged Undertaking.

- 6.2 The Resulting Company undertakes to have all-legal proceedings initiated by or against the Transferor Company referred to in Clause 6.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Transferor Company. Both companies shall make relevant applications in that behalf.
- 6.3 Notwithstanding the above, in case the proceedings referred to in Clause 6.1 above cannot be transferred for any reason, the Transferor Company shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the Resulting Company shall reimburse, indemnify and hold harmless the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.
- BUSINESS AND PROPERTY IN TRUST FOR RESULTING COMPANY/ CONDUCT OF BUSINESS
  - 7.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company;
    - (a) shall be deemed to have been carrying on all business and activities relating to the Demerged Undertaking and stand possessed of all assets, rights, title, interest and authorities of the Demerged Undertaking for and on account of, and in trust for, the Resulting Company; and
    - (b) all profits accruing to the Transferor Company, or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Demerged Undertaking shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Resulting Company.
  - 7.2 The Transferor Company undertakes that it will from the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Resulting Company, or the Appointed Date, whichever is earlier, and up to and including the Effective Date preserve and carry on the Demerged Undertaking with diligence and prudence and agrees that it will not, in any material respect, without the prior written consent of the Resulting Company, alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof except in the ordinary course of business or undertake substantial expansion of the Demerged Undertaking, other than expansions which have already been commenced.
  - 7.3 The Resulting Company undertakes to engage such of the permanent employees of the Transferor Company as are determined under Clause 1(c) of this Scheme of Arrangement, as being substantially engaged in the Demerged Undertaking and who are in the employment of the Transferor Company as on the Effective Oate, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the transfer of Demerged Undertaking to the Resulting Company. The Resulting Company undertakes to continue to abide by any agreement/ settlement entered into by the Transferor Company in respect of the Demerged Undertaking. The Resulting Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.
  - 7.4 Upon the Scheme coming into effect, the accounts of the employees, who are employed by the Transferor Company and who fall under Clause 7.3 above, relating to the Provident Fund, Graturly Fund and Pension and/or Superannuation Fund and any other Fund, shall be identified, determined and transferred to the respective funds of the Resulting Company and the employees shall be deemed to have become members of such trusts/ funds of the Resulting Company. Upon the Scheme coming into effect, until such time that the Resulting Company creates its own funds, the Resulting Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Demerged Undertaking to the relevant funds of the Transferor Company and such contributions pertaining to the employees of the Demerged Undertaking shall be transferred by the Transferor Company to the funds of the Resulting Company as and when created.

The Transferor Company shall take all steps necessary for the transfer of the Provident Fund. Gratuity Fund and Pension and/or Superannuation Fund and any other Fund of employees, pursuant to the Scheme, to the Resulting Company.

# 8. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and continuance of the proceedings by or against the Resulting Company shall not in any menner affect any transaction or proceedings already completed by the Transferor Company (in respect of the Demerged Undertaking) on or before the Appointed Date to the end and intent that the Resulting Company accepts all such acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.

### PART III - ISSUE OF SHARES

### 9. ISSUE OF SHARES

- 9.1 Upon the coming into effect of the Scheme and in consideration of the demerger of the Demerged Undertaking in the Resulting Company pursuant to Part II of the Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and altot equity shares (hereinafter also referred to as the "New Equity Shares") at par on a proportionate basis to each member of the Transferor Company whose name is recorded in the register of members of the Transferor Company as holding equity shares on the Specified Date in the ratio of 1:2 ie one equity share of the Resulting Company to be issued for every two equity shares of the Transferor Company, held by the member.
- 9.2 In case any member's holding in the Transferor Company is such that the member becomes entitled to a fraction of an equity share in the Resulting Company, the Resulting Company shall not issue fractional share certificates to such member but shall consolidate such fractions and issue consolidated equity shares to separate trustees nominated by the Resulting Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of the expenses incurred) to the members respectively entitled to the same in proportion to their fractional entitlements.
- 9.3 The New Equity Shares to be issued and allotted pursuant to Clause 9.1 shall in all respects, rank pari passu with the existing equity shares of the Resulting Company, save and except in relation to dividends, if any, to which they may be entitled to, as and from the Appointed Date.
- 9.4 The New Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Resulting Company.
- 9.5 The Resulting Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities for the issue and allotment by the Resulting Company of New Equity Shares to the members of the Transferor Company.
- 9.6 The New Equity Shares of the Resulting Company issued in terms of Clause 9.1 shall, subject to the execution of the listing agreement and payment of the appropriate fee, be listed on the National Stock Exchange, the Mumbai Stock Exchange and on such other recognised stock exchange(s) in India as is desired by the Resulting Company, considering factors such as the trading turnover, floating stock, etc. The Resulting Company would obtain such approvals as may be necessary for the aforesaid listing on recognised stock exchange(s) by making suitable applications in this behalf.
- 9.7 In so far as the issue of shares pursuant to Clause 9.1 is concerned, each member of the Transferor Company shall have the option to be exercised, by way of giving a notice (with prescribed details) to Resulting Company, on or before such date as may be determined by the Board of Directors of the Resulting Company, to receive the shares either in certificate form or in dematerialised form. In the event that such notice or requisite details have not been received by the Resulting Company in

respect of any member, the shares shall be issued by them to such members in certificate form. In respect of those members exercising the option to receive the shares in dematerialised form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmation, information and details as may be required.

- 9.8 Equity shares to be issued by the Resulting Company pursuant to Clause 9.1 of this Scheme, in respect of any equity shares of DIL which are held in abeyance under the provisions of section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of Court or otherwise be held by the trustees appointed by the Resulting Company.
- 9.9 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors or any committee thereof of the Transferor Company shall be empowered in appropriate cases, even subsequent to the Specified Date or the Effective Date, as the case may be, to effectuate such a transfer in the Transferor Company, as if such changes in registered holder were operative as on the Specified Date, in order to remove any difficulties arising to the Transferor/ Resulting Company of such shares.

### PART IV - GENERAL TERMS AND CONDITIONS.

### 10. ACCOUNTING TREATMENT

- 10.1- Treatment in the books of the Transferor Company
  - (a) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the accounts representing the assets and liabilities of the Demerged Undertaking shall stand closed on transfer to the Resulting Company. Insofar as the accounts representing common or multipurpose borrowings referred to in Clause 4.8 are concerned, they shall stand reduced by the amounts transferred to DPL in accordance with the provisions of this Scheme.
  - (b) Further, the balance of the Debenture Redemption Reserve of DIL as on the Appointed Date will stand reduced by a proportionate amount based on the amounts of 14.75% Secured Redeemable Non-convertible Debentures of DIL that are transferred to DPL as per Clause 4.8 and shall stand transferred to DPL accordingly.
  - (c) The difference between the amount of assets and liabilities so transferred shall be written off against/added to the General Reserve account in the books of account of the Transferor Company after considering the reduction of the Debenture Redemption Reserve account as provided in sub-clause (b) above.

## 10.2 Treatment in the books of the Resulting Company

Upon the coming into effect of this Scheme, the Resulting Company shall record all the assets and liabilities of the Demerged Undertaking transferred to it in pursuance of this Scheme at their respective book values thereof appearing in the books of account of the Transferor Company immediately before the Appointed Date including the amount of Debenture Redemption Reserve transferred as per provisions of sub-clause 10.1(b). It is clarified that insofar as the amounts of common or multipurpose borrowings referred to in Clause 4.8 and sub-Clause 10.1(a) are concerned, the Resulting Company shall record the same under the same account caption as that used by DIL.

Further, the amount arising as an accounting differential for the Resulting Company, on account of the difference between:

(a) the amount representing the surplus of assets over liabilities of the Demerged Undertaking recorded in its books of account after considering the amount of Debenture Redemption Reserve transferred to the Resulting Company as per sub-clause 10.1(b); and (b) the aggregate of the face value of equity share capital issued by the Resulting Company in terms of Clause 9.1 above.

shall be debited/ credited to the General Reserve of the Resulting Company. This amount shall be free for distribution as dividend, and shall for all purposes constitute a part of the Free Reserves of the Resulting Company.

10.3 It is hereby clarified that pursuant to the provisions of Clause 4, all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking would be duly reflected in the financial statements of the Resulting Company, upon the Scheme coming into effect.

# 11. APPLICATIONS TO HIGH COURT/OTHER AUTHORITY

- 11.1 The Transferor Company and the Resulting Company shall, with all reasonable dispatch, make applications to the High Court of Judicature at New Delhi where the registered offices of the Transferor Company and the Resulting Company are situated or such other authority having jurisdiction under law, under Section 391 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/or creditors of the Transferor Company and the Resulting Company as may be directed by the High Court or such other authority having jurisdiction under law.
- 11.2 On the Scheme being agreed to by the requisite majorities of the classes of the members and/or creditors of the Transferor Company and the Resulting Company as directed by the High Court of Judicature at New Delhi or such other authority having jurisdiction under law, the Transferor Company and the Resulting Company shall, with all reasonable dispatch, apply to the High Court of Judicature at New Delhi or such other authority having jurisdiction under law, for sanctioning the Scheme under Sections 391 and 394 of the Act, and for such other order or orders, as the said High Court or such other authority having jurisdiction under law may deem fit for carrying this Scheme into effect.

# 12. MODIFICATION OR CLARIFICATION

- 12.1 The Transferor Company (by its Directors or their committee thereof) and the Resulting Company (by their Directors or their committee thereof) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or destrable for implementing and/or carrying out the Scheme or which may be considered necessary due to any change in law and the Transferor Company (by its Directors or their committee thereof) and the Resulting Company (by their Directors) be and is hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 12.2 Any issue as to whether any asset or liability or incentives/ subsidies etc (more specifically mentioned in Clause 4.7 and Clause 4.8 hereof) pertains to or is relatable to the Demerged Undertaking or not shall be solely decided by the Board of Directors of the Transferor Company, on the basis of evidence that they may deem relevant for the purpose (including the books or records of the Transferor Company).
- 12.3 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the respective Boards of Directors of the Transferor Company and the Resulting Company, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferor Company and the Resultant Company may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event 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 case each Company shall bear its own cost or bear costs as may be mutually agreed.

### 13. GENERAL TERMS

13.1 It is clarified that all taxes payable by the Transferor Company, relating to the Demerged Undertaking, from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Resulting Company. Accordingly, upon the Scheme becoming effective, the Resulting Company is expressly permitted to revise its Sales tax returns, Excise & Modvat/ Cenvat returns, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

Upon the Scheme becoming effective, the Resulting Company is also expressly permitted to revise its income tax returns and to claim refunds, advance tax and withholding tax credits, etc. pursuant to the provisions of this Scheme.

13.2 In accordance with the Modvat/ Cenvat Rules framed under the Central Excise Act, 1944, as are prevalent on the Effective Date, the unutilized credits relating to excise duties paid on inputs/ capital goods lying to the account of the Demerged Undertaking shall be permitted to be transferred to the credit of the Resulting Company, as if all such unutilized credits were lying to the account of the Resulting Company. The Resulting Company shall accordingly be entitled to set off all such unutilized credits against the excise duty payable by it.

#### 14. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

- (a) the Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the Transferor Company and the Resulting Company as required under the Act and the requisite sanction and orders of the High Court of Judicature at New Delhi or of such other authority having jurisdiction under law, being obtained, and
- (b) the certified copies of the above orders of the High Court or of such other authority having jurisdiction under law being filed with the Registrar of Companies, Delhi & Haryana.

### COSTS, CHARGES AND EXPENSES

All past, present and future costs, charges, levies, duties, and expenses (save and except stamp duty payable pursuant to transfer of Demerged Undertaking, if any, which shall be borne by the Resulting Company) in relation to or in connection with or incidental to the Scheme or the implementation thereof shall be borne by the Transferor Company and all of the above costs (including stamp duty) shall be treated as costs relating to the demerger.

#### EFFECT OF NON-APPROVALS

In the event of this Scheme failing to take effect finally by December 31, 2003 or by such later date as may be agreed upon by the respective Boards of Directors of the Transferor Company and the Resulting Company, this Scheme shall become null and void and in that event 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 case each Company shall bear its own cost or as may be mutually agreed.

# SCHEDULE 'A'

111,400,000 Equity Shares of 10p each fully paid up of Debur Oncology Pic representing 100% of the paid up equity Share Capital (share certificate numbers 9, 10 and 11).

# SCHEDULE 'B' LIST OF PHARMA TRADE MARKS REGISTERED IN FOREIGN COUNTRIES

SI.No.	Trade Mark	Country	Regn. No.	Class	Regn.Date	
1	Intaxel	NepatThailand		A 34 S 175 S 21 S		Valid up to
2	Intaxel	Thailand	284543		25.03.1996	25.03.2010
3,	IntaxeL	Indonesia		mining 5	26.04.1995	26 O4 200E
The second section of the second	1017 A 01	Control of the contro	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	Still berren Wilders and Control	117 OA 4006	All the care of the care
Dimension.	Intaxel	Cal Francis	- Address September 11 and 12		30 04 1996	10 na 200e
6	Intaxel	Chien		commit Montecommen	07.08.1995.	07 08 2006
Ferrom III	Intaxel	Charle Barrell		the terms of the transfer the	14:05 1997	14 05 2007
Witness or the same	Intaxel	Elevely Demonstra	To a second the second	second Constitution	25.08.1995	25 08 200c
9	Intexes	Slovak Republic Turkey	197047	5	28.08 1995	28 08 2005
FV	- Marel	Section 1	The Control of Control	The state of the s		DE ST SARE
P. Proceedings	Intaxel	Describe Add		The state of the s	22.12.1995	22 12 2016
12		Version	COSSERVATION OF THE PERSON NAMED IN		08.01.1996	00.01.2005
13	Intaxet		43739	5	11.01 1996	11.01.2005
14	Dahitay	Russia South Africa	161240	5	08 08 1997	09 09 0000
I Derman	Remonstr	T1-9	0.000	The Management of the same	20.05 1998	20 DE DONE
16	Ledokan	Thelland	Kar 101041	5	20.05.1998 	11.00.2008
17	Adrim	Themeson	1150-52555711711711		11.09.1998	11.00.0000
18	Evlosid	Thailand	Kor 92220	5	11.09.1598	11.00 2008
19	Evoflu	Thetters	2 2 2 2 2 2 3 1 1 1 1 2 1 1 1 1 1 1 1 1	ettis o Westernierin	11.09.1998	11 DO 200g
20	Hydah	Thailand	Kor 92222	5	11.09.1998	71.09.2008
21	Topotel	Thailand	Kor 148279	5	29.03.2004	70.02.2008
22	Gundam	Theiland	Kor 148280	5	29 03 2001	20.03.2011
23	Ipamide	T SOMEONE OR ASSESSMENT OF THE PARTY OF THE	BOW 14H7R4	CONTROL MENT TO SELECT ON		29 03 2011
24	Innoted	Thailand				
25	Emouring	Thailand				
26	Zevote - 50 D-1	Inailand	Kor 149094	5	29.03.2001	29.03.2011
77	Emales - 30 Dabur	Thailand Thailand	Kor 152691	5	24.03.2000	24.03.2011
a.	Konnoskat	Thailand Brazil	Kor 166287	5	24.01.2002	24.03.2010
10141111	Transferance .	Brazel	820745910		11.00.2001	24.01.2012

# LIST OF PHARMA TRADE MARKS PENDING FOR REGISTRATION IN FOREIGN COUNTRIES

SI.No.	Trade Mark	Country	App. No.	Minne	
1	Inlaxel	Malaysis		Class	App Date
2:	Intaxel	Philipping	95/01640		24.02.1995
J	Intaxel	Beaut	The second secon		
4	Fytosid	General Control		5	15 05 1008
3 commission	Kemoplat	Theires			15 05 1908
9,	Zexate	Tholload	1001 1001 142		11.09.1998
7,	Kemoplar	Dhillipping	369492	5	11.09.1998
8	Kemocarb	Philippines	4-1998-06630		02 09 1998
9	Ledoxan	Dhillesia	4-1998-06635	5	02.09 1998
10	Adrim	Deltas	4-1998-06635 4-1998-06636		02.09 1998
11	Fytosid	20elli medicini	1,120,00034		02 00 toon
12	_ Fivefly	District	4-1998-06633	5	62 89 1068
13	Zexate	Doutening	4-1998-06633 4-1998-06631		02 09 1598
4	Gynatam	Dettermen			02.09 1998
5	Intaxet	Properties	4-1999-04399	5	21 06 1000
6	Fiveflu	Dangladesh	4-1999-04399 51306	5	19.08 1000
7	Zesale	Costa Rica	51306 	5	07.06.1999
		Costa Rica	T14443		77.00 1999

SI.No.	Trade Mark	Country	App. No.	Class	App Date
18			114445		
19	Gynatam		114445		
20	Daxotol	Thailand	449833	5	29 03 2001
21	Zexate		I I I I I I I I I I I I I I I I I I I		- Con-
22	Emetra		4-2002-00572		
23			2002/01669		11.02.2002
24			T02/00059B		
25			106327		
26			4-2002-02977		
		Philippines		5	
28			4-2002-02979		
29					
30					
31					
32	Kemocarb				
33	10 10 Table				
34	Ledokari				
35	Adrun		<del></del>		
36	Fylosid				
37	Zexale				
36	tntaxel	Peru		5	-
39	Gynatam	Peru		5	December 1
40	Topolel	Peru		5	
			03017492		
			0		
4-4			20030105		22 01 200
			N/10932		
46					
			01376/2003		
49	Dovotel	Muonmor		- W. 1154	
			2003701220		
			110804		
	Daxotel		710804		
			200221211178/T		
			4-2003-01175		
D4	Daxotel	Vietnam	4-2003-01175		25,02,200
			<del>-</del>		
57	Adenex	Brazii			
			<del>-</del>		
62	Kemocarb	El Salvador		5	
63	Fytosid	El Salvador		5	
64	Kemocarb	Vistnam	—	5	11-11-12-
65	Kemoplat	Vietnam		5	<del></del>
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	110000000000000000000000000000000000000				
	C107 F0 100				
T. W. same	TOTAL TOTAL CONTROL OF THE PROPERTY OF THE PRO	Vielnam			**************************************

# LIST OF PHARMA INDIAN REGISTERED TRADE MARKS

SI. No.	Trade Mark	Regn. No.	Class	Regn. Date	Valid up to
1	Oryza	475434	5	The state of the s	The state of the s
2,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Tinavate	479546	5	17.07.1987 07.10.1987	The second secon
- NO. 444	Principle	479547	4	6.7 4.6 3.634	Table 1 Table 1 Table 1
4	server to the state of the server and the server an	A/MNAH		· · · · · · · · · · · · · · · · · · ·	the second secon
No. of Concession, Name of Street,	THE DECEMBER OF THE PARTY OF TH	479557	TO COLUMN THE PROPERTY OF THE PROPERTY OF THE PARTY OF TH	67 48 4666	
340 - A - C - C - C - C - C - C - C - C - C	THE COURSE OF THE PARTY OF THE	A 60 4 A 1974	The state of the s	Control of the Contro	
T dillerenomeres	***** ** ** *** *** *** *** *** *** **	444419		AR AR AREA	
	THE PROPERTY OF THE PROPERTY OF THE PARTY OF	4. 日本	The second secon	67 20 1000	The state of the second
	The Control of the Co	428974	Control of the Contro	the are also	
A SECTION AND ADDRESS OF THE PARTY OF THE PA	The state of the s		100 mg	DE OF LOOK	Company of the Compan
IN SECTION ASSESSMENT	THE CONTRACTOR OF THE PARTY OF	在下海边对4	THE RESERVE OF THE PARTY OF THE PARTY.	and the second of the second o	100 00 000 MINUSUMAN (100 00 00 00 00 00 00 00 00 00 00 00 00
B	Acres as Particular Sales and Control of Con	0.75436	- E	A SEC AL PROPERTY.	the second second and the second second second second
	The state of the s	970438	The second secon	工艺 医水 医医毛虫	AT A PARTY OF THE
	A CONTROL OF THE PROPERTY OF T	475490	COORDON TO SEE STATE OF THE PROPERTY OF THE PR		
P F 111	Const. CPC & CHEEF CO.	477846	and the second s	ARRIVA ARRIVA	
	Action to the Contract of the		65.	02 00 4042	The second secon
Children Language Control Control	THE DESIGNATION OF THE PROPERTY OF THE PERSON OF THE PERSO	479545		<b>神性 本体 本本体性</b>	and the second s
All Michael Commissions	ASSESS OF PROPERTY ASSESSMENT OF THE PROPERTY	479549		WITH A REPORT OF THE PARTY OF T	The second secon
Mr. S. Obbokenson	- res DONGIG	479551		D7 40 4049	100 May 12 May 1
St. 60. Television - 11-	- contract the second party and the second party an	479552	6	07.40 4045	design of the following of the
Commission of the	Cescole	479853	Control of the Contro	AND AND ANDRESS.	
September 1	Cinate	479554	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	07.40.4007	Mark Alle Service
E-W	Danesin Danes	4.70555		18/19 A 18 1 A 18 A 18 A 18	
66-36 menorance control	- Uttraces	470558	- E	William A. Charles St. St. St. St. St. St.	07.10.2008
Mr. C. Consessed Street	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED IN	479639		00.40.4009	March Street
20	Do - Do	497217	The state of the s	48 88 48 68	
St. C. Landson	THE MANCES	487210		AN OWN ARRIVE	CONTROL OF THE PROPERTY OF THE
Section of the Party of the Par	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE OW	487219	-	40.05 4000	
40 1 Tree	····· Veries	490495	ALCOHOLOGICAL TO THE PROPERTY OF	PLACE AND AND A	
THE SECRET LAND COMPANY AND DE	WEDGEN	4.904.06	Contract to the contract of th	the Art Lands	
W. St. Charles and Company of the		495035	Commence of the Commence of th		
Mark and comment of	THE OROGO			7C 00 1000	22 40 5666
35	Bupernex	498453	6	27,09,1988	26,08.2009
Marine Street, and the street of the	THE PROPERTY OF THE PARTY OF TH	511800		A RESIDENCE OF THE PARTY OF THE	
37	Vytee	616919	E	13.08.1989	13.06.2003
38	Quinostat	518260	e	12.10.1989	29,08.2003
39	Micronea	510046	e	27.10.1989	
40	Danizol	519047	E	27.10.1989	27.10.2003
THE RESIDENCE OF LABOUR DES	The Company of the Co		- E	Programme and the second	The second secon
42	Enitral	531400	e	14.06.1990	27.10.2003
43	Whotral	57305#		25.05.1992	14.05.2004
44	Wyride	570051		25.05.1992	25,05,2006
45	Vidistat	570050		11.08.1992 	11.08.2006
46	Gynoses	570053		11.08.1992	11 08.2006
47	Billing	500740		12.02.1993	11.08.2006
48	Kelodab	602448	et :	12.02.1993	12,02,2007
49	V - Uracii	630300		20.07.1993	20.07.2007
50	Pontag	935555		08.06.1994	08.05.2008
51.	Kemonist	655555	0	04.07.1994	04.07.2008
52	Control	632803	5	04.07.1994	04.07.2008
69	Ourields		5	28.09.1994	28.09.2008
P@mmmaa.	Rusimid	641446	5.00	28 00 1004	20 20 2066
94	the loxylyl	641448	Access 5 Commission Commission	28.09.1998	28 00 2000
00	Adlam		5	28.09,1994	99.00 2009

# LIST OF PHARMA INDIAN PENDING TRADE MARK APPLICATIONS

SI. No.	Trade Mark	Application No.	Class	App. Date
1	Livit	454537	5	22 05 1986
2	Ulgei	475433	5	17 07 1987
	Alexin			
	Ecoprin			
5	Livfit - Label	547687	4	13.03.1003
6	Solow	556239	No.	09.08 1991
7	So Low	555238	70 -	09.08 1991
8			4	02.00.1001
	Mazinel			25 07 1002
	Yestan	574000		27.05.1002
11				
12	Septiding	579054		11.08 1992
13				
14	Stresscom	608200		W W W W W W W W W W W W W W W W W W W
	Fechew			
	Ultraguin			
12	Intaxet	644105	F	27 10 1001
18		617521		
	Hintaxet		5	
	Hindaxel		- 5	24.01.1994
24	Hindaxei	617320		
	lntaxol			
22	infoxst	644194	5	27.10,1994
23	Lactonic	621814		11.03.1994
24	Lactonic - Label	638152		
25	Lipistal			
26			5	22.04.1994
	Tricawin			
	Ulcinorm			
29	Adrim	630392	5	
	Ipamide		5	08.06.1994
31	Alenod	630394	5	
	Retinod	630395		
33			5	
	Zexale		5	
35	Adoxim	632806	5	
	Ledoxan	632802		
	Fytosid	632804	5	04.07.1994
38		632801		
39		636130		
40		636131	5	
41		641447		
42	Precort	647672	5	02.12.1994
43	Dexasone	847667		
44	Betnal	647671	5	02.12.1994
45	Betnat + \$		5	
46	Reletab			
	Ketoten		5	
	Colrizol			
	Cimetol		5	
50			5	
	Povisept			
	Migratan		5	
	Serotrip			
54	Contract Con			
55	The state of the s	653931		
56		653930		
57		670547		
58	Camptotel	829746		27.11.1998

SI. No.	Trade Mark	Application No.	Class	App. Date
59,	Immusot	5705.10	and the second second	
60	Meganeg	679518 684750 684750		
61	Algrael	604750	5	27 10 1995
62		691041	5	18 12 1995
63		70253B	5	21.03.1996
64		718454	- 4	
65	200 at 100 at 10	***************************************	5	10.06.1006
65		The state of the s	- Marie	1.00 to 100 to 1
67			5T	10 00 1000
	megaracian	762105		
69	Resync	765787		05.08.1997
70	Sec. 1 Control of Cont	747276	W	
	- Printerior de la contraction del contraction de la contraction d	797837	CONTRACTOR OF THE PARTY OF THE PARTY OF THE PARTY.	
78	Topolel	794071	- 5	10.05.1990
75				
73	Hydab	800312	5	70.06 1998
44				
13-	Empurine	802925	5	20.05.1998
76	Dabitax	802925 834000	\$	20.05.1998
77	Alernek	835889		20.05.1998
78	Nasarel	864171		08,01,1999
		860151		06.07 1999
81	Millodah	W. W. C. C.	E	11.06.1999
82	Roxisole	877656		
84	Irinotel	907545	5	30.09.1999
85	Amfocan	926787	5	03 03.2000
88	Vinethine	948125	5	12.07.2000
59	Croft	948125	5	16.08.2000
61	e e e e e e e e e e e e e e e e e e e	1001610	5	04.04.2001
		1003192		98.03.2001
101	Ocufit	1002104	and the second s	
103	Cardiolis	1003195	5	12.04.2001
A STATE OF THE PARTY OF THE PAR	THE PARTY OF THE P	1020444	ALC: NO.	
108,	Ovupin	1020445	5	25 05 200+
the state of the s	The state of the s	11045-910	The state of the s	THE COURT OF THE PARTY OF THE P
	THE RESERVE AND ADDRESS OF THE PARTY OF THE	10051480	and the second s	COLUMN TO THE RESERVE OF THE PARTY OF THE PA
	THE PRODUCT OF THE PROPERTY OF	1051481	- 67	Company of the Compan
16	Emetra	1057273	0	11.10.2001
		101 (10 prof.)	THE RESERVE OF THE PARTY OF THE	07.11.2001

SI. Na.	Trade Mark	Application No.	Class	App. Date
18	Surviv	1066386		12 12 2001
119	Prace	1066387	5	
20	Sinclit	1088384	5	12.12.2001
121	Sinocure	1086383	5	12.12.2001
122	Tiborel	1058008		19 12 7001
123	Estralit	1068009	5	19 12 2001
124			5	20.12.2001
25	Trozet	1069417	5	
	Alemex Distab		5	27.12.2001
27	Gingiya	1069721	5	27.12.2001
128	Cetorel	1078048	5	04.02.2002
129	Voflax	1078114	5	
130	Revas	1078115	5	04.02.2002
131	Anthracin	1097432	5	22.04.2002
132	Gestofit	1103597	5	
133	Thalix		5	09.05.2002
134	Osteoset	1103880	5	10.05.2002
135	Oxitan	1141164	5	. 04.10.2002
136	Echoscan	1141166	5	
137	OncQuest	1157457	5	11.12.2002
138		1165805	5	10.01.2003
139	Temozam		5	
140	Cledrim		6	
141	Zyloss		5	
142	Gemita		5	
			5	
144	Byore		5	
	Ovigyn	1195776	. 5	
		1395777		

### DETAILS OF GRANTED PATENTS

St. No. Title	Country	Patent No.	Date of gran
Hepatoprotective compositions and composition for Treatment of     conditions related to Hepatitis B and E Infection.			
A Combined plant Coagulate Composition, Process for manufacture.  Thereof and uses thereof.	South Africa	2001/2491	24.12.2001
<ol> <li>A Combined plant Coegulate Composition, Process for manufacture: thereof and uses thereof</li> </ol>			200-030-030-030-0
<ol> <li>Movel compositions of Taxane and Taxane Derivative and Process</li> <li>for manufacturing thereof</li> </ol>			
<ol> <li>Use of Betulinic Acid and its Derivatives for inhibiting cancer growth and a method of monitoring this</li> </ol>			SHOW
6 Anti Angiogenic Activity of Betulinic Acid and its Derivatives	USA	6228850	08.05.2001
7 Use of Batulinic Acid Derivatives for inhibiting Cancer growth	USA	6214814	10.04.2001
8 Anti Angiogenic Activity, of betulinic acid and its derivatives	USA	6403816	11.06.2002
9 Extracting Betulinic Acid from Zizi Phus Jujubs	USA	6264998	_,24.07.2001
10 Process for Isolating 10-Deacetyl Baccalin-III	USA	6214482	26.09.2000
11 Process for the isolation of 14-B-Hydroxy-10-Depocityl Baccatin-III	EPO	_ 1010697 B1	31.10.2001
12 Process for the isotation of 14-8-Hydroxy-10-Deacetyl Baccatin-III	USA	6002024	14.12.1999
13 Novel Paclitaxel Analogues having Anti Cancer activity	USA	6395771 81	28.05.2002
14Vasoactive Intestinal Peptide Analogs	USA	6489297	03.12.2002
15 Somatostatin Analogs for the treatment of Cancer	USA	6316414	13.11.2001
16 A novel process for preparing Herbal Galactogogue composition	Sri Lanka	12497	14.12.2001

Sl. No. Title	Country	Patent No.	Date of gran
17 A novel composition for freatment of Drug Resistant Bacterial Infection and a method of treating Drug Bacterial Infections		12434	21.11.2001
ta An antiangiogenic drug	USA	6492330	10.12.2002
<ol> <li>Formulations of Pocifiaxel, its derivatives or its analogs entrapped in to nano particles of polymeric micelles, process for prepairing same and use thereof</li> </ol>	USA	The state of the s	21.09.2000
20. Novel Betutinic acid derivatives, processes for preparing such derivatives and its use as cancer growth inhibitions.			24 04 2002
21 Formulations of Poclitaxet, its definatives or its analogs entrapped in to nano particles of polymenic micelles, process for preparing same and use thereof.	USA	6322817	27.11.2001
22 A process for isolation of ±0-deacety/baccationIIII from recoverable part of a prant taxus species.	Australia	753086	23.01.2003

# DETAILS OF PENDING PATENTS

250,600,7979		App. No.	Date of App
Hepatoprotective compositions and composition for Treatment of     Conditions related to Hepatitis P. and F. Infection	European	EP0890360 A1	13.01.1000
conditions related to Hepatitis B and E Infection	Patent	E. 4000000 711.	13.01. 1999
Heroal composition for the treatment of Bone Metabolic Disorders	India	574 mg1 mon+	44.05.000
and a process for its preparation		414/DEC/2001	15.05.2001
A process for the preparation of a Synergistic Herbal Composition	CONT.	ees men in a	-02/00/60/01/
in the treatment of Bone Metabolic Disorders	more	5/3/DEL/2001	15.05.2001
4 A Combined plant Cosculate Composition, Process for manufacture	1)15(2)16	STATE STATE	
A Combined plant Cosquiate Composition, Process for manufacture     Thereof and uses thereof	India	340/DEL/2000	28.03.2000
<ol> <li>A Combined plant Coagulate Composition, Process for manufacture</li></ol>	TO MANY SHIP OF SHIP OF	ALC: NATIONAL STATE	
Thereof and uses thereof	Malaysia .	Pl 20011403	27 03 2001
6 A Horhal composition and services to			
A Herbal composition and process for the manufacturing of such composition for Gynecological Disorders	India	344/DEL/2000 _	28.03.2000
7 A Herbal composition and	+		
A Herbal composition and process for the manufacturing of such      Composition for Gynecological Disorders.	Malaysia	PI20011404	27 03 2001
composition for Gynecological Disorders			
A Herbal composition and process for the manufacturing of such  composition for Gynecological Dispersers	Russia	2001108465	27.03.2004
composition for Gynecological Disorders	5001747007100	CTC-CVARCES	CONTRACTOR OF THE SECOND SECOND
A Herbal composition and process for the manufacturing of such	USA	09/8:0828	22.03.2004
composition for Gynecological Disorders		331018020	
10 A Novel process for preparing Herbal Galactogouge composition	India	702/DEL/2004	25 00 200
	India	10200002001	25.06.2001
and a method of treating Drug Resistant Bacterial Infections	m merg all	STOWDELLIARS.	17.09,1999
14 A Novel composition for treatment of Drug Resistant Bostonia Infraria-	HID A		122
and a method of treating Drug Resistant Bacterial Infections	USM	8/285803	15.09.2001
TO A PROVED COMPOSITION for Irealment of Drug Resistant Rectard Inforces	mer.		
and a method of treating Drug Resistant Bacterial infactions	PG1	PCT/INOO/0009	5 04 10 2000
15 A Novel composition to treat Hepatitis B vines influence	\$25\$20 RS		Sarri Alleria
15 A process for production of Taxus Plants through tissue culture invitro	India	797/DEL/1996	15.04.1996
<ol> <li>Mehtod for Agrobacteriummediated Transformation of Taxus SP. Callus</li> </ol>	India	708/DEL/2001	26.06.2001
Culture Culture	India	709/DEL/2001	26.05.2001
17 A process for purifying Polyethoxylated Castor Of	2002011 00		
16 A formulation containing improved Polythogograph Co. L. Co.	India	29/Del/2002	15 01 2002
16 A formulation containing improved Polythoxylated Castor Oil	India	36/Del/2002	16.01.2002
<ol> <li>Novel composition of Taxane Derivative and process for manufacturing</li> </ol>	India	931/Del/1999	30.06.1999
<ol> <li>Novel composition of Taxane Derivative and process for manufacturing — thereof</li> </ol>	OTW	934/Del/1999	30.06 1999
21 USB of Belutinic Acid and the Discourse de Calabara			- AND THE PARTY OF
<ol> <li>Use of Belutinic Acid and its Derivatives for inhibiting Cancer growth</li> <li>and a method of monitoring this</li> </ol>	India	2801/Del/1997 _	18,03,1998
22 Use of Betulinic Acid and its Derivatives for inhibiting Cancer growth	EPO	8307593.8-210	3 18.03.1998
23 Use of Betulinic Acid and its Derivatives for Inhibiting Cencer growth	Israel	26346	18.03 1991
and a mellyod of monitoring this			10.00.1009

	Country	App. No.	Date of App
24 Anti Angiogenic activity of Betulinic Acid and its derivatives		2195/1001/1998	09.09.1999
25 Anti Angiogenic schirity of Betolinic Acid and its derivatives		19990816940 T	D9 09 1999
26 Anti Angiogenic activity of Betulinic Acid and its derivatives	UK	19990017495	09.09.1999
27 Use of Betulinic Acid and its derivatives for inhibiting Cancer Gro		3458/Del/1998	
28 Novel Betuints Acid Derivatives, Processes for preparing such derivatives and its use for Cancer growth inhibitors			
29 Novel Belutinic Acid Derivatives, Processes for preparing such derivatives and its use for Cancer growth inhibitors.	USA	03/431905	02.11 1999
30 Novel Betulinic Acid Derivatives, Processes for preparing such	PCT T	PCT//N99/0065	17 11 1999
derivatives and its use for Cancer growth inhibitors.  31 Novel Betulinic Acid Derivatives. Processes for preparing such	EP	998647696	18.03 1998
derivatives and its use for Cancer growth inhibitors.  32	India	N.A.	18.03.1998
for producing such derivatives and their use for treating Tumor associated Angiogenesis			
33 Novel Betuinic Acid having Anti Angiogenic activity, processes	PCT	PCT/IN99/0043	09.09 1999
for producing such derivatives and their use for treating Tumor associated Angiogenesis			
34 Novel Process for the isolation of Betuinic Acid from Ziziphus Ju	uiuba PCT	INOQ/00019	29.02.2000
35 Process for isolating 10-Deacetyl Baccatin-III			
36 Process for isolating 10-Deacetyl Baccatin-III			
37 Process for the isolation of 14-8-Hydroxy-10-Deacetyl Baccetin-III			
38 Process for the isolation of 14-B-Hydroxy-10-Deacetyl Baccatin-II			
39 Novel Packaxel Analogues having Anti Cancer Activity			
40 Novel Pacifiaxel Analogues having Ann Cancer Activity			
<ol> <li>Radiolabeled Vasoactive Intestinal Popule Analogs for Diagnosi and therapy</li> </ol>	IsUSA	09/629632	31.07.2000
42 Radiolabeled Vasoactive Intestinal Peptide Analogs for Diagnosi and therapy			
43 Vasoactive Intestinal Peptide Analoge	Malaysia	PI20012467	18.02.2000
44 Vasoactive Intestinal Paptide Analogs	PCT	USOO/630335	18.02.2000
45 Vasoactive Intestinal Peptide Analogs	Argentina	PO10102426	18.02.2000
46 Bombesin Analogs for the treatment of Cancer	Argentina	PO0102428	24.02.2000
47 Bombesin Analogs for the treatment of Cancer	USA	09/630333	31 07 2000
48 Bombesin Analogs for the treatment of Cancer	PCT	USO0/26873	24 02 2000
49 Substance P Analogs for the treatment of Cancer	Malaysia	PI20012471	31 07 2000
50 Substance P Analogs for the treatment of Cancer	Aconolina	POSTEROZAZO	31 07 2000
51 Substance P Analogs for the treatment of Cancer	Lie a	noutrosara	31.07.2000
52 Radiolabeled Vascactive Intestinal Peptide Analogs for diagnosis			
threapy 53 Radiolabeled Vasoactive Intestinal Peptide Analogs for diagnosi threapy	is and Argentina	P0101012425	18.02.2000
54 Substance P Amplogs for the treatment of Cencer	PCT	USOCIZORES	24 07 2000
55 Somalostation Analogs for the Insalintent of Concer	Materials	D120012462	27.02.2000
56 Somalostatin Analogs for the treatment of Cancer			
57 Somatostalin Analogs for the treatment of Cancer			
58 Somatostalin Analogs for the treatment of Cancer		USOO/20872	31.07.2000
59 Somatoštalin Analogs for the treatment of Cancer	Philippine	8 1-2001-01294	31.07 2000
60 Novel peptides for the treatment of Cancer	findia		N.A.
61 Novel peolides for the treatment of Cancer	USA	09/630345	31 07 2000
52 Novel peptides for the treatment of Cancer	Malaysia	Pi20012468	31.07.2000
63 Novel peptides for the treatment of Cancer	PCT	USOO/20876	31.07.2000
64 Novel peptides analogs for the treatment of Cancer	PCT	USOO/03	10.02 1999
65 Method and composition for Solubilization of Pentacyclic Interpretational Pentacyclic Interpretation of Pentacyclic	oenes,USA	09/802293	08.03.2001
66 Method and composition for Solubilization of Pentacyclic tritery	penes PCT	US2002/009109	11.11.05.2000
particularly Betutinic Acid and its derivatives	lastra.	1003/04-10000	09 40 0000
	India	1022/Dec/2002	08 10.2002 13 12.2002

St. No. Title			
70 Anti Cancer activity of Carvediol and its Isomers 71 Anti Cancer activity of Carvediol and its Isomers 72 Multivalent Supposes		y App. No.	Date of Appl
71 Anti Cancer activity of Carvedigt and its Isomers 72 Multivalent Synthetic vaccine for Cancer	USA	10/238992	10.00 2002
74 Peptide Combination for the treatment of Cancer 75 Peptide Combination for the treatment of Cancer 76 Anti Cancer activity of Methylphyoxat and its Imino Acid Conjugates 77 Anti Cancer activity	PCT	US02/24564	02.00.2002
75 Pentitle Compliance for the treatment of Cancer	EPO	FDOsnegen	03.08.2001
76 Acti Casses and for the treatment of Cancer	PCT	Detailed and a	29.05.2001
76 Anti Cancer activity of Methylglyoxal and its Imino Acid Conjugates 77 Anti Cancer activity of Methylglyoxal and its Imino Acid Conjugates	HEA	######################################	., 29.06,2001
70 As and formulation of Alpha-Keloaldehyde for Human use	lien	PC1/US02/20753	-02.07.2001
78 An oral formulation of Alpha-Keloaldehyde for Human use 79 An oral formulation of Alpha-Keloaldehyde for Human use 80 Cyclopentenone derivatives for Cancer Therapy	Det	10/18/422	- 01.07.2002
Cyclopenienone derivations for O	Control of the same	- VSQ2/20656	02 07 2004
- Lyclopeniarione derivatives for Con-	V.3/1	10/309754	06 12 2000
A FOCULE SUPPLIANT TO A MANUFACTURE OF THE	10 To	- IPH/UZ/UU423M	NJ. A.
63 Method for treature Carrier using that the	USA	. 10/186226	28 06 2009
94 In Ding Comprision Peninte suction to	me Walk	- 10/319374	13 12 2005
A priarmaceutical composition for the source	USA	10/329321	23 12 2002
85 A pharmaceutical composition for the treatment of pathological conditions ansing out of excessive profession of cells and a process for the preparation of leavest profession of cells and a process	India	641/Del/2000	11.07.2000
OF SIR DISORCATION OF The conf.			
56 A new drug for the freatmost -1 Co.			
86 A new drug for the treatment of Cencer  87 A new drug for the treatment of Cencer	Cenada	2197139	08 10 1000
87 A new drug for the treatment of Cancer  88 A new drug for the treatment of Cancer  89 A new method for establishing cell lines from tumor biopsies	EPO	96309012-2107	08 10 1996
89 A new method for extension or Cancer	USA	8156725	00.10.1990
A new method for establishing cell lines from tumor biopsies     A new method for establishing cell lines from tumor biopsies	Canada	2103762	46.10.1996
90 A new method for establishing cell lines from tumor biopsies	USA	5764363	16.08.1996
91 An antiangiogenic drug	EPO	ED1455755	13,12,1996
92 An antiangiogenic drug 93 An antiangiogenic drug	POT	CP1150700	11.02.1999
## on antiangropenic drug	- C - min	UNUUUU3559	11.02.100g
23 - An antiangiogenic drivi	- Annaniens	A42 23991200	11.02 10on
A process for the preparation of Pharmacourtest form	OSA	64992330	11.02 1999
polymenc micelles apponentiates for the	THE RESERVED AND THE PARTY NAMED IN	USU0/25914	17 02 1000
A process for the preparation of Pharmacountries for			
polymeric micelles nanoparticles for the treatment of Cancer Pocitiaxel	india	263/Del/1999	17.02 1999
77 Vaspactive Intersinal Dantida			
97 Vasoactive Intestinal Peptide analogs 98 Novel peptide analogs for the treatment of Cancer Pocificatel 99 Second Poptide analogs for the treatment of Cancer	USA	6489297	31.07.2000
THE PARTY OF THE ORIGINATION OF PROPERTY OF THE PARTY OF	USA	09/248382	11.02.199a
TOWN IN SHOCKS FOR Drenaring /de Story 2 of the best of the	- I married	000004	03 03 2003
Profitability -4-(Substituted Disease) Co.			100000000000000000000000000000000000000
Distributed -4-(substituted Phenyl)-5-Oxazolidine Carboxylic Acid  101 - Method of preparation of Pacificant (Taxot) using 3 ALK-2-Ynyloxy  Carbonyl-5-Oxazolidine Carboxylic Acid	India	552/Cal/2000	25.09.2002
Self-Donny-3-Dynamiden Course C			
Carbonyl-3-Oxazolidine Carboxylic Acid  Method of preparation of Paclitaxel (Taxol) using 3-ALK-2-Ynyloxy  Carbonyl-5-Oxazolidine Carboxylic Acid	PCT	PCT/IN01/00020	20.02.2001
Carconvi-fi-Dysantiding Corp.	_USA	09/870942	Day the conne
103 Process for Partitional Continues			01.00.2001
104 Method of preparation of Net Court	India	305/Cal/2001	Se or noon
104 Method of preparation of Anti-Cancer Taxana using 3-(substituted-2- Trialkysityl) Ethoxy-Carbonyl)-5-Oxazolidine (Carbonyl) 3- Aries	India	289/Cav2002	24.05.2001 DY OF 2000
Trialkysityl Ethoxy-Carbonyl)-5-Oxazolidine (Carboxy Lic Acid)		0312002	07.05.2002
105 Method of preparation of Anti Cancer Taxanes using 3-Trihaloacetyl-5 Oxazolidine Carboxylic Acid	India	268/Cal/2002	77.06.0000
108 ANI Canasa Tarres		ou can ruge	77.95.2002
106 Anti Cancer Taxanes such as Paulitaxel, Docelaxel and their structural	India	MAICHNAM .	
analogs and a method for the preparation thereof		conscions	10.05.2002
TV Process for the preparation of Pacitissel Tri Hydrate & Docetessel Tri	leafter .	****	
107Process for the preparation of Pacitiaxel Tri Hydrate & Docetaxel Tri	- male	997/CaV20021	6.12.2002
108 A process for the preparation of Taxane Baccatin III and 7-0 protected		active converses in the	388900 0 - CCC
Baccatin Baccatin	. India 3	192/Cal/20011	3.07.2001
109 Process for the preparation of Taxanas such as Guerran			reproductive of the
109 . Process for the preparation of Taxanes such as Pacifiaxel. Docetaxel	USA 6	0/3110771	0.08.2001
110 Process for punification of Paclitaxet and Docelaxet			
The summand of Facilitates and Oppelaxes	1154 6	0/25 2000	

### PHARMACEUTICAL PRODUCTS LIST - REGISTRATION STATUS FROM 1992 TO JANUARY 2002

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
ALBANIA		Uizol	Non-Onco		Submitted
BANGLADESH	17.05.1998	trilaxel 30 mg	Onco	11.05 1995	Registered
		Daxolel 20			
		Desotel 80			
BANGLADESH	22 12 1907	Kemocarb 15 ml	Once +	28 04 1998	Registered
		Kemocarb 45 ml			
		Zeiste Tab, 2.5 mg			
BANGLADESH	08.05.1998	Zexate Inj. 50 mg	Onco	04 08 1998	Submitted
		Zexate Inj. 15 mg			
		Fivollu 250			
		Fivollu 500 mg			
		Fylosid 100 mg			
		Oncology Products			
BARBADOS	13.06 1997	Antibiotics	Non-Onco		Registere
		Ledoxan, Gatwell Pharmaceuticals			
BARRADOS	07 01 1999	BHPL PARTIES OF THE PROPERTY O	Non-Onco		Submitter
BARBADOS	01.04.1999	Fylosid (USP)	Osco	24 05 1999	Submittee
THE ARTIS	05 01 1995	Adrim 10	Onco	_	Submittel
		Adrim 50			
		Zexale Tablet			
		intavel 30			
		Intakel 100 mg			
BELARUS	03.02.2000	Kemocarb 150	Onco	07 04 2000	Supmittee
		Kemocarb 450			
		Kemoplat 10			
		Kemoplat 50			
		Fylosid			
		Zexate 15			
		Zexate 50			
		Fivohu 250			
74 Temporary 1 St. 10.		Fivotiu 500			
		Daxotel Injection 20 mg			
		Daxotet Injection 80 mg			
		Vinelbine Injection 10 mg			
		Vinelbine Injection 50 mg			
		Supplier Registration Form 1999			
BOTSWANA		Adrim 10	Onco	09.08 1999	Submitte
		Adrim 50			
		Zexase 50			
		Adrim_10 mg			
		Adrim 50 mg			
		Kemoplat 10 mg			
		Kemopiat 50 mg			
		Fylosid 100 mg			
		Zexate 50 mg &500			
		Tamoxifen Tabs 10 mg			
		Tamoxilen Yabs 20 mg			
		Intaxel 30 mg &100mg			
		Zexale 15 mg			
		Celliaxone Inj. 1 g			
		lohexol			
BRAZU	30.09 1999	lohexol 350	Non-page	05 10 1999	Submitte
		Ciprofloxacin Tablels 500 mg			
		Fluconazole			
		Zexalo Tabs 2.5 mg			
DOMEST CHILD		Fiveflu Inj. 250 & 500 mg		11.00.1000	The state of the s

Name of the Country	Date of request	Name of the Products	Category	Date of	Status
BRAZIL 2	21.04.1998	Ledosan 7ahr En		submissio	7/
DPCAZIL 2	21 04 2008	Ledoxan Tabs 50 mg	Onco	11.08.1998	Submitted
BRAZIL .	08 11 20Bb	The second of the second divide the second of the second o	Delan	The second secon	Submitted
BRAZIL	08 11 2000	100 0 400 100	Dane	The second control of	Submitted
BHAZIL	08 11 2000	CONTRACTOR DESCRIPTION	District		Submitted
CANADA	21 04 1000	The state of the s	Once	12.04.2001	Cinton to a
CHILE	05.06.1007	Intaxel	Onco		Submitted
CHILE	05.06.1992				Submitted
W-1176-04-1111		Tamoxifen 10	Onco	- H	Submitted
CHILE	06.01.7000				Submitted
CHILE	04.01.2000				Submitted
CHILL	04 01 2000				Submitted
CHILE	Da na annn	The state of the s	177 April 198	The second secon	Submitted
CHILE	04.03.2000	- 2 Section 1 Part Hill	Change		Submitted
CHILE	D4 01 2000	Provide and			Submitted
CHILE	04 OT 2000				Submilted
CHILE		The second state of the second	Classe	Company Laboratory Control Co.	Submitted
CHILE	04 01 2000				Submitted
CHILE		- and the table of the second	of traces	at the state of the state of the	Submitted
CHILE	04.01.2000	The second secon	Charles .	Committee of the second	Submitted
CARLEY.		shows mentile of all a status	Delan		Submitted
CHILE	D4 01 2000		A. Character at	Child with a second and the second	Submitted
CHILE	04 D1 2000	Zevere in section	13000	Other was maked	Submitted
CHILE	04.01.2000	A STATE OF BOOK MINE	Chann	Complete Com	Submitted
CHILE	Dr. Ot. 2000	Colone 189 2.5 mg	Onco	08 05 200n	Submitted
COLOMBIA	22.04.1050	Topatet 4 mg	Onco	17.02 2001	Submitted
COLOMBIA	23.04.1999	The last the trial and the second	Cheen	and the control of the best and the	Registered
COLOMBIA	23 04 1000	recovery and the second	- Onco	12.05 1999	Registered
LUCUMBIA	23 03 1000	er and and and		12 05 1999	Registered
COLOMBIA	23 04 1000		Onco	12.05.1999	Registered
COLOMBIA	23.04.1999	Zexate 15 mg	Onco	20.05 1000	Registered
COLOMBIA	Control of the Contro	210000 100	Chann	The second secon	The second second
COLOMBIA					Registered Registered
COLUMBIA	25.01.1000		Onco	20.05 1999	Registered
COLOMBIA	23 04 1000	Systatians 10	Onco	14.06 1999	Registered
COLOMBIA	22.04.0000	resimplified (20)	Once	20.05.1050	Registered
COLOMBIA	22.04.4000	Ade and	Once	20.05 1999	Registered
COLOMBIA	22.04.1000	and or too mig	Onco	12 05 1999	Submitted
COLOMBIA	23 da sono	The state of the s	Unco	20 05 1999	Submitted Submitted
COLOMBIA	22.04.1000	and the same and t	Onco:	20.05.1999	Submitted
COLOMBIA	23.04.1999	Zexate 2.5 mg	Onco	. 14 06 1999	Submitted
COLOMBIA		The state of the second of the	Clore	Ed Ald seems -	Submitted
COLOMBIA					
COLOMBIA	0.11 THE 2 PARTY TO SERVE HERE!	200, 500 mg & 1 cm	Conce	A Secretary of the second	Submitted
COLOMBIA		Change applied	Conce	ARREST CARE	Submitted
COLOMBIA		months of the little and the second of the s	Clare	A SE PART A COMMO	Submitted
COSTA RICA	701107000000	process that arrest transfer to the same of the same o	Closes	A CONTRACTOR OF THE PARTY OF TH	Submitted
COSTA RICA		evenue and controls	Onen	16 12 1000	Registered
COSTA RICA		CONTRACT CONTRACTOR AND ADDRESS OF THE PERSON NAMED IN CONTRACTOR AN	Daco	13 12 1000	Registered
COSTA RICA		maxes on mg	Corn	# 4 W W T # 4 W T W T W T W T W T W T W T W T W T W	Registered
COSTA RICA	11 10 1999	Maxel 100 mg	Open	14.12.1999	Registered
COSTA RICA		Transfer and Control of the Control	Class	Mark Committee C	Registered
JUSTA RICA	11 10 1999	edokan Tablet 50	Onco	14.12.1999	Registered
OSTA RICA	12 09 2000 b	Semoplat Injection 10mg	Unco	14 12 1999 F	Registered
OSTA RICA	01 DR 2001 W	anopus repetitor romg	Onco	- F	Registered
OSTA RICA	01 08 2001 P	Kemocarb 450	Onco	22 08 2001 5	Submitted
OSTA RICA	11 10 1000	Superior and	Onco	22.08.2001 \$	ubmitted
OSTA RICA	30.01.1008		Onco	14 12 1999 9	ubmitted
OSTA RIGA	25.05.1000	ivofiu 250 edoran Inj 260	Onco	31 07 199H S	ubmitted
	E9.00.1998	etiovan Inj 200 :	Caro	24 22 4000	ubmitted

lame of the Country	Date of request	Name of the Products	Category	Date of submission	Status
OSTA RICA	25 05 1998	Ledoxan Inj 500	Onco	31.07.1998	Submitted
COSTA RICA	25 N5 100H	Ledoxan Inj 1g	Onco	31 07 1998	Submitted
TORTH DIG!	+2 00 2000	Culture hai 100 mg	Onco	13.04.2001	Submitted
JOSTA RIGA	12.00.2000	Leucovaria Injection 50mg	Adiovant	13 04 2001	Submitted
JUSTA RICA	12.05.2000	Inlaxel	Corn		Submitted
ZECHOSLOVAKIA		Gold Lowcel (Asparlame Tablet)	Non Coop		Senistored
OUBAI		Gold Lowcat (Aspartame Tablet)	Non-Cree		Hanistored
DUBAI		Diet Salt	Non-onco	T-55-TWILLIAM (	Registered
DUBAL	To the working	O-lyte	Non-Unco		Decided assesses
COROLE Townson analytication	15-02 1999	Erveilla 250 mg	CHICO		- Linking studies
CDS (Eastern caribbean)	15.02.1999	Zexate 50 mg	Onco		Provided samples
COS (Easiern caribbean)	15.02.1999	Ledoxan 50 mg	Ouco		Provided samplet
CODE (Egginen confiferent)	15.02.1999	Tampxilen tab 20 mg	Onco		Provided samples
tombe offeren and the and	15 02 1000	Hudah 500 mp	Onca		Provided sample:
Central officers and America	15 03 1000	Alasin 200 ma	Nen-Onco		" PURCHICED PRIMPIES
COPPORT AND ADDRESS OF THE PARTY OF THE PART	16 52 1000	Always 500 mg	Non-Onco		Provided sample:
treet strategy emphasis	45 02 1000	Atecard 50 mg	Non-Onco	100	Provided sample
COP (England englands)	15 07 1999	Atecant 100 mg	Non-Onco		Provided sample
LODE (Excess carbbases)	45 07 1999	Street 250 mg	Non-Cinco	The second second second	Provided sample
PERSONAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE	45 02 1000	Strov SOD mo	Non-Onco		Provided sample
ECUS (Eastern Carebean)	15 02 1000	Norflexacine tab 400 mg	Non-Gnon	THE STREET	Provided sample
ECOS (Eastern combbean)	15.02.1999	Ulzul 20 mg	Non-Onco		Provided sample
ECDS (Eastern caribbean)	15,02,1999	Empurine 50 mg	Conn	-	Provided sample
ECDS (Eastern cariobean)	15.02.1999	Tinavale Cream	Man Cana	III.	Provided sample
ECDS (Eastern carlobran)	15.02.1999	, Tinavate Cream	Non-Onco	W =	Provided sample
ECDS (Eastern caribboan)	_ 15,02,1999	Tinavale Solution	Non-Onco :-		Provided sample
ECQS (Eastern caribbean)	15,02,1999	Ranitidine 150 mg	Non-Unco		Provided sample
ECDS (Eastern caribbean)	06.05.1999	2 Ledoxan SO tab.	Orico	7000000	Рточнее затре
EL SALVADOR	02.05.1998	8 Kemocarb 150 mg	Onco	24.09.1990	Summitted
EL SALVADOR	02:05 1898	8 Kensoplat 10 mg	Onco	24 09 1998	Submitted
EL CALVADOR	02 05 1991	Ledoxan Ini, 500 mg	Unco	24.09.1998	Submitted
EL CHIMADOS	02.05 1990	8 Ledovan Tab. 50	Once	24 09 1998	Submitted
TO BUILDINGS	02 06 100	a Prevented 20 min	Onco	24:09:1998.	Submilled
EL SALVADOR	05 06 100	9 Adries 10 mm	Onco	24.09.1998	Submilled
EL EXPURDOR	02.05.100	R Fotosid 100	Unco		- Signiffical
EL SALVADOR	02.05.100	8 Fivotiu 500 mg	Once	24.09.1998	Submitted
EL SALVADOR	02.03.100	8 Zexate Inj. 50 mg	Onco	74 09 1998	Submitted
EL SALVADOR	02.03.199	8 Zexale Tab.	Onco	24 09 1998	Submitted
EL SALVADOR	02.05.199	8 Zexate 1ab	0000	74.05.1000	Submitted
EL SALVADOR	02.05.199	8 Intaxel 30 mg	Onco	24.00.1000	Cubmitted
EL SALVADOR	02.05.199	8 . Gynatam 10 mg	Once	24 09.1998	Submitted
EDYOMIAL EIGH AND	27 03 199	7 Amnicklin Capsules 500 mg	Non-Unco	ZZ 4 31 . 4.0	3/ 3/10/mixten
COTOMIAL FINE AND	27 03 199	7 Ceobalexin Cansults 250 mg	Non-Onco .	24 09 1998	Submilleo
ESTONIA FINLAND	May 1997	Norfloxacin Tablets400 mg	Non-Drice .	24.09.1998	Submitted
ESTONIAL FINE AND	May 1997	Amoxycillin Cap. 250 mg	Non-Unco	16:00.1997	Subminities
ECTOMBAL EINE AND	May 1997	Amnyyottin Cap. 500 mg	Non-Onco .	16.06.1997	Submitted
ESTONIAL EINI AND	May 1997	Ampicifin Capsules 250 mg	Non-Onco	04.08.1997	Submitted
EGTONIAL FINE AND	May 1997	Omegrazola Capsules 20 mg	Non-Onco		Supminoud
ESTONIA FINLAND	May 1007	Metronidazole tablets 400 mg	Non-Onco		
ESTUNIA FINDANU	May 1991	Metronidazole tablets 200	Non-Open	04 08 1997	Submitted
ESTONIA' FINLAND	May 1997	Mendinoscore teoreta 200	Man Class	04.08.1997	Submitted
ESTONIA/ FINLAND	May 1997	Ciprofloxacin tablets 500 mg	Man Cons		Submitted
ESTONIA/ FINLAND	May 1997	Ciprofloxacin tablets 250	Nan-Unco		
ETHIOPIA	30.05.20	00 Company Profile		30 08 2000	Submitted
CHARLES.		Diameter 250 Consules	Non-Unco		Pregistered
etter tin held		Alexin 125mn/5ml	Non-Chica		- registereu
PRODUCED CO.		Alexin 250	Non-Onco		registered
COLUMN		Alexin 500	Non-Unco	March Townson	Kegrsterec
CHARIA	200	Nuren 200	Non-Onco	Parks The Street Com-	Pogratered
CHANG	111/11	Nuren 400	Non-Onco	-	Registered
CHANA		Tingvate cream1% w/w	Non-Onco	Artist -	Registered
Lariana		Ulgel liquid			744 3 C (C V C C C C C C C C C C C C C C C C

Name of the Country	Date of request	Name of the Products	Category	Date of	Status
GHANA		III CANADA CANADA		submission	
GHANA		Ulgel tablet	Non-Dinco	W	Oreco
GHANA		Atecard 50	Non-Grea		Hagisteri, a
CHANA		Atecard 50	Non-Onco	Maria Intelligence	Registered
CHANA		Damoxy syrup 125mor 5mi	Nno-Onco		Registered
CHANA		Demoxy Syrup 125mg/ 5ml	Man-Dage		Registered
CHANA	- III VASCAMENTO	Damory syrup 125mg/ 5ml Tinavate Solution	Non-Doco		Registered
CHEMA		Flyodu 250 Fylosid Inj. 100 me	Onco	24 02 2444	Registered
HOME HELD	06.03.2000	Fylosid Inj. 100 mg	Onco	01.03.2000	Registèred
HONG KONG	04.01 1996	Printed	Onco	15.07.2000	Registered
HONG KONG	04.01.1996	Fylosid	Onco	UB 01.1996	Submitted
HUNG KONG	22 07 1996	Ledovan Lolavei	Onco	On 01,1996	Submittee
IDAN A		Intaxet ini, 30 mo8100 me	Doco	24 07 1996	Summitted
IPAN 1	07.04.1998	Intaxet Inj. 30 mg&100 mg Pytosid Inj.	Core		Submitted
PAN 1	15.02.1999	Fytosid inj 200 mg	Ones		Submitted
IRAN 2	12 05 2000	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			Submitteet
IRAN 2	12.06.2000	Ledoxan ini 500 ma	Uncb	18 12 2000	Submitted
IHAN 2	AR NO BERNE		- WHED	18 12 200n	Citibera di mas
IRAN 3	21.09.2001	Jennyal School	Synco	18 12 2000	Submitteet
RAN 3	21.00 2003		Unco	31.12.2001	Submitteet
HOAN 3	21 00 2004			31.12.2001	Submitted
RAN 3	24 00 2004		Unco	31 12.2001	Submitted
RAN 3	21.00.2001	Kemoplat 10 mg Kemoplat 50 mg Adrim 10 Adrim 50		31 12.2001	Supmitted
RAN 3	21.00.2004	And the second s	CANCO	31.12.2001	Submitted
RAN 3	21.00.2001	Atlanta 10		31.12.2001	Submitteu
RAN 3	21.00.2001	Adrim 50 Fiveflu 250		31.12.2001	Submitted
RAN 3	21.09.2001	Fivofiu 250	Onco	31 12 2001	Submitted
RAM 9	21.09.2001	Fiveflu 500	Once	33 12 2001	Submitted
PAN 3	21.09.2001	Cytarine 100 mg	Once	31 12 2001	Submitted
DAM 6	21.09.2001	Cytarine 100 mg	Once	31 12 2001	Submitted
DAM 3	21,09,2001	Cytaine 1g	Cinco	31.12.2001	Submilled
NAM 3	21.09.2001	Zexate 15	Once	31.12.2001	Submitted
RAN 3	21.09.2001	Zexate 15 Zexate 50	October 1	31.12.2001	Submitted
RAN 3	21.09.2001	Daxotel-20mg	Onco	31,12,2001	Submitted
RAN 3	21.09.2001	Daxolel-80ess	Unce	21.01.2002	Submitted
RAN 3	25 09 2001	the state of the s	Unco	21 01 2002	Submitted
1AN 3	21 00 7001		Adjuvani	21.01.2002	Submitted
RAN 3	21.00.2003		Majuvani	21.01.2002	Submitted
KAN 3	21.09.200=	Manage Colored	volasaut	Z1.01.2002	Submitted
RAN 3	21.00.2003	Adjusted to the second		21.01.2002	Submitted
CAN 3	21.09.2001	binetel velocity and	HIGH ORGO AND	21.01.2002	Submitted
IAN 3	21.00.2001	Manual inducation (month)	Unco	21.01.2002	Submitted
RAN 3	21 89 2001	Mark	Unco	21.01.2002	Submilled
RAN 3	21 09 2001	Tonned telestes a s	Onco	21.01.2002	Submitted
AN 3	21.09.2001	Topolet Ingection 2 ding	Onco	21.01.2002	Submitted
IAN 3	21.00.2001		Onco	21.01.2002	Submitted
IAN 3	21.09.2001	Empurine Tabs	Onco	21.01.2002	Submitted
AN 3	21.09.2001	Gynatam-10 Tabs	Onco	21.01.2002	Submitted
AN 3	21.09.2001	Gynatam-10 Tabs Gynatam-20 Tabs	Onco	21 01 2002	Submitted
6M 9	21.09.2001	Ledoxan Tabs	Onco	21 //1 2002	Submitted
					suomitted
AG	Dec 1997	Company Profile		21.01.2002	Submitted
AQ	15.12.1997	Alecard 50	Non-Core	DO 04 4000	Registered
AQ	15.12,1997	Alecard 100	New Community	08.01.1998	Submitted
AQ	15,12,1997	Damoxy 250	Non-Onco	08.01.1998 ::	Submitted
AQ	15.12.1997	Damoxy 500	Non-Unco		Submitted
					Submitted
				. 08.01.1998 5	
AQ	15 12 1997	Nuren 400	Non-Onco		Submitted
AQ	15 12 1907	Alexis SCO	Non-Once		Submitted
AQ DA		Wiener Spil	Non-Onco		Submitted
	14 15 100	Alexin 500	Non-Onco	Paragraph of the Paragr	bottonde

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
IRAQ	15,12,1997	Debcilos 500	Non-Onco	08 01 1998	Submitted
IRAQ	19.12.1997	Dábolox DS	Non-Onco	08.01.1998	Submitted
HOVU	24 07 1998	Strax 250	Mon-Onen		Carbonition of
IRAQ	24 07 1998	Strox 500	Non-Onco		Submitted
IRAQ	24.07.1998	Tamoxifen 10	Onco	Section 1	Superitted
IP(AQ	24 07 1998	Tamoxilen 20	Omen	222	Superitteet
IRAQ	24.07 1998	Kemoplat 20 ml	Onco		Submitted
IPOAD	24 07 1998	Kempolat 100ml	Onna		Continued to a st
IRAD	24 07 1998	Adrim 10	Onco		C bentred
IRAQ	24 07 1998	Adrim 20	Chara		Submitted
IRAQ	24 07 1998	Fytosid	Dece		_ acomittee
IRAQ	24 07 1998	Fivoltu 250 mg	Once	- E	Sobmitted
IRAO	24 07 1098	Zexate Injection 50 mg	Conn		Submitted
JRAO	24 07 1998	Zexale Tablet 2.5 mg	Cons		Submitted
ISRAFI	24.00.1000	Inlaxel	Onco	70 00 1000	Submitted
JAMAICA	June 1997	Adrim 10 mg	Owen	06.09.1999	Registered
JAMAICA	June 1907	Adrim 50 mg	Once	- 7	Registered
JAMAICA	Jone 1997	Fytosid 100	Onco		registered
JAMAICA	June 1007	Kemoplat 50 mg	Onco		Registered
JAMAICA	hine 1997	Intaxel 30 mg	Onco		Registered
JAMAICA	June 1507	First Cod	Onco:		Registered
LAMAICA	lune 1997	Fivolu 5 ml	Onco		Registered
JAMAICA	June 1007	Fivoflu 10 ml	Onco		Registered
TATTALICA	June 1997	Zexate 50 mg	Onco		Registered
TAMATICA	June 1997	Gynatam 10	Onco		Submitted
JAMAICA	June 1997	Kemocarb 150 mg	Onco		Submitted
JAMANCA	02.05.1998	Ledoxan Tab,	Onco		Submitted
JAMAKA	09.05 1998	Ledaxari 200 ,500 mg & 1 g	Onco		
ADDROAN	08.03 1999	Intaxel inj. 30mg	Onco	04.10.1999	Registered
JORDAN	08.03.1999	Intaxet inj 100mg	Onco	04 10 1999	
JORGAN	08.03.1999	Fivoftu ini 250mg	Onco	04 10 1999	
JURDAN	08.03 1999	Fivaflu inj 500mg	Onco	04:10:1999	Registered
JORDAN	06.03.2000	Adrim Inj 10 mg	Олсо	10.2001	Submilted
JORDAN	06.03.2000	Adrim Ini 50 mg	Onco	10:2001	Submitted
JORDAN	06.03 2000	Fylosid 100 mg	Onco	10.2001	Submitted
KAZAKHSTAN	Nov. 1997	Docetaxel Inc. 20 8.80	Onco	mage 13 (53)	Summitteel
KAZAKHSTAN	Nov. 1997	intaxel inj. 30 mg & 100 mg	Onco		Submitted
KAZAKHSTAN	Nov. 1997	Fylosid Inj. 100	Onco		Submitted
KAZAKHSTAN	Nov. 1997	Cisplatin Inj. 10 &50	Onco		Submitted
KAZAKHSTAN	Nav. 1997	Adrim Ini 10 &50	Onco		Submitted
KAZAKHSTAN	Nov. 1997	Carboplatin ini 150 &450	Onco		Submitted
KENYA	11.11.1993	Nuren Gel	Non-Onco		Renistorne
KENYA	and the same of th	Zenad 60 Tabluts	Non-Onco		Registered
KENYA		Zenad 120 Tablets	Nan-Onco		Registered
KENYA		Ulgel tab	Non-Onco		Registered
KENYA		Ulgel liquid	Non-Onco	-	Registered
KENYA		Alecard 25	Non-Onco	_	Registered
KENYA		Atecard 50	Non-Onco	III, - CHANGE AND AND A	Recristered
KENYA		Atecard 100	Non-Onco		Registered
KENYA		Alecard D	Non-Onco		Registered
KENYA		Zenad Suspension	Non-Onco		Registered
KENYA		Oryza-SF Expectorant	Non-Onco		Registered
KENYA		Cefadroxii Taba 250 mg (Kid tabs)	Non-Onco		Registered
KENYA	- XX - 101 - 1	Cefadami Caos, 500 mg	Man-Onen	144	Gameragas
KENYA			Non-Onco		Registered
KENYA		Unilyte Oral rehydration sait	Non-Onco		Registered
KENYA		Durax Caps 20 ma	Non-Onco	—	Registered
KENYA	24.07.1996	Tamoxilen tab 10 820	_Onco	27 11 1996	
KENYA	24 07 1008	Intaxel 30 & 100	Parent.		Registered

raquest	Name of the Products	Category	Date of submission	Status
24.07 1996	Kemoplat Ini	Park .		
	Artism Inc. Constant	0.5200.00		Registered
		Onco	18 03 1998	Registered
15.02 1999	Keungrach	Onco	20.07.1999	Registered
11 11 1993	CONTROL OF THE RESIDENCE OF THE PROPERTY OF TH	Unco	20:07:1999	
11 11 1993		Non-Onco	1	Submitted
11.11.1993	Damosy Cons 260 mg	Non-Onco		Submitted
11.11.1993	The state of the s	Non-Onco		Submitted
11 11 1993				Submitted
11 11 1993	PandistrieCe time and a	Non-Onco	11 to	Submitted
	Daheitar Care	Non-Onco	- T- 11111	Submitted
	Daheilas Injustica	Non-Drice		Submitted
_	Daholay Day Co.	Non-Onco		Submitted
	Siene 350 Taba	Non-Onco		Submitted
	Step 500 %	Non-Once	F	Submitted
-101111-11111	Caladard 7	Nen-Onco		Submitted
Silmingtoni	Ceradroxy Tabs 500 mg	Non-Onco		Submitted
00.04.404	Ceradroxil Dry Syrup DS250 mg/ 5ml.	Non-Onco	-	Submitted
				Submitted
15.02.1999	Fivoflu 250 8500	Onco	20.07 1999	Submitted
The second of th	lexelni	. Onco	-	Submitted
				Submitted
	Infaxel 30	Onco	47 04 0500	
				Submitted
	HERREL ZOU FDO	Winne.	the first the same of the same of	Submitted
				Submitted
V 20 1 W 2 V 1 V 1	Ligardies Monto	all and a second		Submitted
08.10.2001	Adrim 10		. 17.01.2002	Submitted
OB 10 2001	Adrim 50		17.01.2002	Submitted
08.10.2001	Contrastin (6f) N.J. 20-vi	Unco	17 01 2002	Submitted-
				Submitted
				Submitted
				Submitted
	Carried the Head Control of the Cont	Control of the contro		Submitted
				Submitted
08 10 2001	Cytatine RP to	Onco	. 17.01.2002	Submitted
				Submitted
08.10.2001	Kemoplat 10mo/20ml F 50mmer	Onco	. 17 01.2002	Submitted
05.10.2001	Leurovoine 15 eve	Oncd	17.01.2002	Submitted
08,10,2001	Leucouprine 3 mo	Adjuvant	17.01,2002	Submitted
D8 10 2001	Lauranorina En	. Adjuvani	17.01.2002	Submitted
08 10 2004	Marrie 200	. Adjuvani	17.01.2002	Submitted
	THE STATE SULL	Adurant	17 04 2002	Submitted
	nacropague ing. 240mg/mi, 10 ml	Non Onco	17.01.2002	Submitted
1921120-01072	20ml, 50ml & 100ml	Non Onco	17 01 2002	Submitted
	20ml 50ml & 100ml			Submitted
08.10.2001	Topotel 2.5 & 4 mg	Onco	17.01.2002	Submitted
	V40010499 10 450 ms	200		
	2.034409 15	Charles	and the factor and the	Submittee
				Submitted
	SAOCHIN ZOUMO SOOMA	Marie Comme		Submitted
0.00,1220	EXAMPLES A SECTION SOLD INC.	Allow at 18th annual control of		Submitted
10.00, 1000	Uldel Lab oragne	Adam Warner		Submitted
18 05 1000	Catalana and	Herr-Onco		Submitted
	24 07 1996 09 01 1998 15 02 1999 15 02 1999 11 11 1993 11 11 1993 15 02 1999 26 03 1999 08 10 2001 08 10 2001	24.07 1996	24.07 1996	24.07 1998

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
MADAGASCAR	18.05.1996	Paracetamol 500 mg	Non-Onco	4 -	Submitted
MADAGASCAR		Tetracyclin 250 mg	Non-Onco	—	Submitted
MADAGASCAR	18 05 1996	Indomethacin 25 mg	Non-Onco	_	Submitted
		Metronidazole 200 mg Tabs			
		Vitamin C 500 mg 1000 Tabs			
MARACASCAS	#P 05 1000	C.P.M. 4 mg Tabs	Non-Onen		Subjectied
MALEUN CONT.	10.05 (005	Dabolin Caps 250 mg	Mon-Onco	19.07.1995	Beowhered
MAL CHO	10.00.1983	Dabolin Dry syrup	Man Cono *	10.07 1005	Danistand
MALAWI	10.05.1995	Damoxy Dry Syrup	Non-Onco	19.01, 1992	Registered
MALAWI	10.05.1995	Damoxy (250 mg)	Non-Onco	19 07 1995	Registered
MALAWI	10.05.1995	Alecard 50 mg	Non-Onco	19.07.1995	Registered
MALAWI	10.05,1995	Ulgel tablet orange flavour	Non-Onco	19.07 1995	Registered
MALAWI	الاستخصارات المستحدث	Metronidazole	Non-Onco	=	Registered
MALAWI	minimum - Commissioner	Indomethacin	Non-Onco	on Description	Registered
MALAWI	10.05.1995	Dabolin Caps 500 mg	Non-Onco	19.07.1995	Submitted
MALAWI	10.05.1995	Dataciox (500 mg)	Non-Onco	19.07.1995	Submitted
MALAWI	10.05.1995	Dabotox Dry Syrup	Non-Onco	19.07.1995	Submitted
MALAWI		Damoxy (500 mg)	Non-Onco	19.07.1995	Submitted
MALAWI		Atecard 25 mg	Non-Onco	19.07.1995	Submitted
MALAWI	10.05.1995	Alecard 100 mg	Non-Onco	19.07.1995	Submitted
MALAWI	10 05 1995	Oryza Expectorant	Non-Onco	19.07.1995	Submitted
MAI AWI	10.05.1995	Alexin (500mg)	Non-Onco	19.07.1995	Submitted
MAC AWI	10.05.1995	Alexin (250 mg)	Non-Onco	19.07.1995	Submitted
MALAWI	10.05 1005	Alexin Dispersible	Non-Onco	19.07 1995	Submitted
MALAWI	10.05 1005	Strox 250	Non-Onco	19 07 1995	Submitted
MALAWA	10.05.1985	Strax 500	Non-Onco	19 07 1995	Submitted
MALAWA	10.05.1985	Tinavate cream	Non-Onco	19 07 1995	Submitted
MALANI	+0.05 +00E	Ulgel liquid	Non-Onco	19 07 1005	Submitted
		Adrim10 mg & 50 mg			
AL AVOIA	20 12 1989	Fylosid	Cone	25.01.2000	Registered
MAI AVEIR	20.12.1999	Intaxel 30	Once	25 01 2000	Registered
MALATOIA	20.12.1999	Intaxel 100	Onne	26.01.2000	Population
MALAYSIA	29.12.1999	Iniakti 100	Onco	25.01.2000	Registered
MALAYSIA	04,01,2000	Kemopiat 10mg/20ml	Unco	29.02.2000	Registered
MALAYSIA	04.01.2000	Kemoplat 50mg/100ml	Onco	29.02.2000	Registered
MALAYSIA	09.08.1997	Gynatam 10 mg & 20 mg	Onco	28.01.1998	Submitted
MALAYSIA	04.01.2000	Zexate 15ml/3ml	Onco	29.02.2000	Submitted
MALAYSIA	04.01.2000	Zexate 50ml/2ml	Onco	29 02 2000	Submitted
MALAYSIA		Zexate Tablet 1.P. 2.5 mg	Onco	16.05.2000	Submitted
MALAYSIA	20.04.2000	Ledoxan Tablet I.P	Onco	16.06.2000	Submitted
MALAYSIA	11,12,2000.	Kemocarb Injection 150 mg	Onco	09.04.2001	Submitted
		Kemocarb Injection 450 mg			
		Cytarabin injection 100 mg .			
		Cytarabin injection 500 mg .			
MALAYSIA		Cytarabin injection 1 gm	Once	09.04.2001	Submitted
MALAYSIA	11.12.2000	Fivotiu Injection 250 mg	Onco	09.04.2001	Submitted
MALAYSIA	11.12.2000	Fivoflu Injection 500 mg	Onco	09.04.2001	Submitted
MALAYSIA		Empurine Tabs. 50 mg	Onco	09.04.2001	Submitted
MALAYSIA	11,12,2000	Leucovorin Injection, 3 mg	Adjuvant	09.04.2001	Submitted
MALAYSIA		Leucovarin Injection15 mg	Adjuvant	09.04.2001	Submitted
MALAYSIA	11.12.2000	Leucovorin Injection 50 mg.	Adjuvant	09.04.2001	Submitted
		Mesna Injection 200mg			
MALAYETA	07 2004	Intaxel 260mg	Onco	22 11 2001	Submitted
MANUAL STATE	07.2001	Kemoplat 1mg/ml (10mg)	Onco	22 11 2021	Submitted
MALATSIA	07.2001	remopiat ungine (10mg)	Once	22 41 2221	Submitted
		Kernoplat 1mg/ml (50mg)			
MALAYSIA	07.2001	Zexate 500mg	Onco	22 11 2001	Submitted
		Vinelbine 10mg			
		Vinelbine 50mg			
MAIDIVES	02 1999	Company Profile			Submitted

Name Of the Country	Date of request	Name of the Products	Category		Status
MEXICO	13.12.2000	Daxolel 80 me	Land of Asserted 5	submission	
MEXICO	13 12 2000	Daxolel 80 mg	Опсо	23.02.2001	Registered
MEXICO	13.12.2000	Kamasak see	Onco	23.02.2001	Submitted
MONGOLIA	DE OF THEE	memocara rao mg	Onco	27 02 2004	Submitted
MONGOLIA	09.05 1000	Kemoplat to	Onco	18 05 1999	Registered
MONGOLIA	09.05 1999	Tomosta Co.	Onco	18.05 1999	Registered
MONGOLIA	09.05.1000	CHARLES CHARLES TOTAL TO	Cherchen	the second secon	Registered
MONGOLIA		The second country of	What has not not at	The second secon	Registered
MONGOLIA					Registered
MONGOLIA	D9 05 1000				Registered
MUNGOLIA	An or your	The state of the s	Onba	18 05 1000	Submitted
MUNGULIA	OR BE took	The state of the s	Unco	18 05 1900	Submitted
MONGOLIA	24.12.1000	Tamoxifen Cilrate Tab 20 mg Ledoxan inj. 200 Ledoxan inj. 500	Onco	18 05 1000	
MONGOLIA	24 12 1999				Submitted
MONGOLIA					Submitted
MONGOLIA	24 12 1999	- Control of 450 mg	Section 1990	The second secon	Submitted
MONGOLIA	10.02.2000	Zexate 15 mg	Onco	28 02 2000	Submitted
MONGOLIA	10.02.2000	Zexate 50 mg	Onco	28 02 2000	Submitted
MONGOLIA	10.02.2000	Zoxale 50 mg intexel 30 intexel 100 intexel 30 mg	Onen	28 02 2000	Submitted
MAHRITHIS	10.02.2000	Intaxet 100	Daca	20.02.2000	Submitted
MAURITIUS					Submitted
MAURITIUS	14.05.2001	Intaxel 100 mg	Orco	11.06.2001	Registered
MAURITHE	14.05.2001	Intaxel 100 mg Daxolel 20 mg Daxolel 80 mg	Doco	11.05.2001	Registered
MAURITIUS	14.05.2001	Daxotel 80 mg Kemoplat 10 mg	Onco	11.06,2001	Registered
MAUDITUR	14.05.2001	Kemontal to me		11.00.2001	Registered
MANDITUR	14.05.2001	Kemoplat 50 mg Kemocarb 150 mg	Onco	11.06.2001	Registered
THE WINDS	TA DE COOK		11 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144 1 144	11 DB 2001	Registered
MALIDITUS	14.05.2001	Kemocaro 450 mg	Onen	_ 11.06.2001	Registered
MAURITIUS	09.12.1995	Datellin 250 Datellin 500 Datellin DS	Non-Cinco	26.02 1996	Submitted
MAURITING	09.12.1995	Dabcillin 500  Dabcillin DS	Non-Cines	20.02.1998	Submitted
MAURITIUS	09.12.1995	Dahcay 250	Non-Onco	20.02.1996	Submitted
MAURITING	09.12.1995	Damoxy 250	Non-Ones	26.02.1996	Submitted
MAHDITHE	09,12,1995	Damosy DS	Non-Onco	20.02.1998	Submitted
MAUDITUR	09.12.1995	Alexin 250, 500, DS Alecard 50 Alecard 100	Mon Onne	20.02.1996	Submilled
MAUDITUS	09.12 1995	Alecard 100	Non-Onco	26.02 1996	Submitted
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POT AUDIDARIS	11 02 1007		" NACHT-PLICE	16.01.1998	Submillion
NET ANIMAR:	11.02.1000		THURST CO.	15.01.1998	Submittee
NET PROFINSAIN.	12 ON MARK	4. Control of the second of th	THE STREET STREET	TR D1. 1999	Continued by
MYANMAR	17.02.2001	The state of the s	Onco	31.10.20n1	Curtomore a
MTANMAR	13 02 2004	The state of the s		31:10:2001	Strain and Strains
MYANMAR	12.02.2001	Intaxel Injection 100 mg	Orico	31.10 2001	Substitution
MYANMAR	13,02,2001	Daxotel Injection 260 mg	Onco	31 10 2001	Committed
MYANMAD	13.02.2001	Daxotel Injection 80 mg	Onco	31 10 2001	Submitted
UVANUAD	13,02,2001	Kemocarb Injection 80 mg Kemocarb Injection 150 mg Kemocarb Injection 450 mg.	Onco	31 10 2001	. Submitted
A LACKSON	13.02.2001	Kemocarb Injection 150 mg Kemocarb Injection 450 mg	The same of the same	₽1.10.2001	Submitted

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
MYANMAR	31,02.2001	Kemoplat Injection 10 mg (0.5mg/ml)	Onco	31 10 2001	Submitted
MYANMAR	31.02.2801	Kemoplat Injection 50 mg (0 Smg/ml).	Onco	31.10.2001	Submitted
MYANMAR	31.02.2001	Cylann Injection 100 mg	Onco	31.10.2001	Submitted
MYANMAR	31 02 2001	Cylarin Injection 500 mg	Onco	31 10 2001	Submitted
MYANMAR	31.02.2001	Cytarin injection1 gm	Onco	31 10:2001	Submitted
MYANMAR	31.02.2001	Adrim Injection 10 mg	Crico	31.10.2001	Summitted
MYANMAR	31 02 2001	Adrim Injection 50 mg	Onco =	31 10 2001	Submitted
MYANMAR	31.02.2001	Fylosid Injection 20 mg	Onco	31 10 2001	Submitted
MYANMAR	31 02 2001	Zexate Injection 15mg	Onco	31 10 2001	Submitted
MYANMAR	. 31 02 2001	Zuxate Injection 50mg	Decu	31 10 2001	Submitted
MYANMAR	31.02.2001	Fivoliu Injection 250 mg, 500 mg	Onco	31 10 2001	Submitted
MYANMAR	31.02.2001	Leucovorin Injection 3 mg	Adjuvant	31.10.2001	Submitted
MYANMAR	31.02.2001	Leucovorin Injection 15 mg	.Adjuvant	31.10.2001	Submitted
MYANMAR	31.02.2001	Leucovorin Injection 50 mg	Adjuvant	31.10.2001	
MYANMAR				31.10.2001	Submitted
NEPAL		Intaxel Injection 30 ,100 & 260 mg		21 08 1996	Registered
NEPAL		Tamoxifen lab 10 8 20 mg	Onco	21 08 1996	Registered
				21.08.1996	TO 0.000 VOICE OF TO
NEPAL	09.08.1996	Fytosid inj		21.08.1996	Registered
NEPAL	00 08 1006				Registered
		Kemocarb inj. 150 8450 mg	, Unco	19.09.1996	Registered
MEDAL	00 00 1990	Nemocaro inj. 150 8450 mg	.Unco	19.09.1996 _	Registered
NEPAL	09 08 1995	Ledakan Inj. 200,500mg & 1g	. Onco	21.08 1995	Registered
MEDAL	09 08 1996	Ledoxan Table(	Onco	21.08.1996	Registered
NEPAL	09.08.1996	FivoRu inj. 250 & 500	Onco	21.08.1995	Registered
NCPAL	09.08.1996	Adrim Inj. 10850	. Qnca	21.08.1996	Registered
NEPAL	02.07.1997	Strox 250 & 500 mg	Non-Onco		Registered
NEPAL	02.07 1997		Non-Onco	-	Registered
NEPAL		Ulgel Liquid			Registered
NEPAL	02.07.1997 _	Alecard 25, 50,100 & O	Non-Onco		Registered
NEPAL		Livit Tabs	Non-Onco		Registered
NEPAL			Non-Onco		Registered
NEPAL		Honitus	Non-Onco		Registered
NEPAL		Damoxy	Non-Onco		Registered
NEPAL	02.07.1997	Litzol 20	Non-Onco		Registered
NEPAL	02.07 1997	Ulzol 10	Non-Onco		Registered
NEPAL	02.07.1997	Alexin			
NEPAL	02.07.1997	Nuren Ace	Non-Onco		Projetorod
NEPAL		Zenad 60 Tablet USP	Non-Onco	ren S.S. III en III en Comer	Projeteres
NEPAL	02 07 1997	LoNa 150/500	Non-Onco		Pegisiered
NEPAL	02 06 1998	Contrastin Injection 60 %, 76%	Non-Onco		Registered
NEPAL	01.08.1998	Leucovorin Inj. 3 mg.15 mg & 50 mg .	Adjuvant		Registeres
NEPAL		Daxotel Inj. 20 & 80	Open	717	Depistered
NEPAL		Amiphos Int 500 mg/vial	Adjunct		Registered
NEPAL					
VEPAL		The state of the s			
VE Dat		Cytarin Inj. 1gm/10ml USP	Onco		Registered
HE FAL	+## T-##	Cytarin Inj 500mg USP	Once		Registered
NEPAL			. Once		Registered
NEPAL		Hydab Cap 500mg USP	Once		Registered
NEPAL		Ipamide Inj. USP 1gm/vial	Once		Registered
NEFAL		Irinotel Inj. 100mg/5ml	Onco		Registered
NEPAL		Irinotei Inj. 40 mg/2 ml	Onco		Registered
NEPAL			Adjuvant		Registered
NEPAL		Topotel Inj. 2.5 mg/2.5 ml	Once	-	Registered
NEPAL		Topotel Inj. 4 mg/4 m/	Onco		Registered
NEPAL		Zexate Tab. 2.5 mg IP	Onen		Ranistered
VEPAL		Radiopaque Inj. 300 mg. (10 ml) USP	Non-Onco		Panistered
	WIII	Radiopaque in 300 mg (20 ml) USP	- Free County County		- Lichteide ed

Name of the Country	Date of request	Name of the Products	Category	Date of	Status
THE PARTY OF THE P			24-24-44 CO-W	enherice in	
NEPAL		Radiopaque inj 300 mg (50 ml) US	P Non-Onco		Was constituted to
MEDIAL		Radiopaque Inj. 300 mg. (50 ml) US Radiopaque Inj. 350 mg. (20 ml) US Radiopague Inj. 350 mg. (50 ml) US	F Non-Onco	787	Registered
NEPAL	THE PARTY NAMED IN COLUMN	Radiopaque inj. 350 mg. (50 ml) US Alexons 330	P Man-Dace	au - Carlon	
MEDAL		Alemen 120 Mg (50 ml) US	Non-Onco	27 05 200+	Registered
MERAL		Alernex 120	Non-Dace	27 06 2001	Registeren Registeren
MEDAL		Alecard M	Non-Onco	17.11.2001	
PREPAR		- Sharain manthishbu		17-11-2001	Registered Submitted
NEGAL	5.7	given for marketing			Sonnitted
MEDAL	29.03,1997	Livit Tab/liq	Non-Onco		0
MERAL	29 03 1997	Radiopaque Chineses	Non-Onco		Submitted
NEPAL	29.03.1997	Chlorizok Ulzor In	Non-Onco		Submitted
MEPAL	29.03 1997	Ulgor 10	Non-Onco		Submitted
NEPAL	29.03.1997	Dexamethesone Inj. 2 ml & 10 ml vis	al Non-Open	VI	Submitted
NEPAL	29,03.1997	Gentamicin Inj. 2 ml & 10 ml vial Banititing lossesion 2 ml	Non-Once	17.05.1007	Submitted
NEPAL	29.03 1997	Ranifiding Injection 2 ml	Non Ower	12.05.1997	Submitted
NEPAL					Submitted
NEPAL	29 03 1997	Amiliacin kry 100, 250 & 500 mg via	I Non-Onco	12 05 1997	Submitted
NEPAL					Submitted
NEPAL	02.07.1997	Radiopaque inj. 240 ml	Non-Onco	12.05.1997	Submitted
NEPAL	02.07.1997	Maxim Hp (Choc)	Non-Onco		Submitted
NEPAL	02.07.1997	Cetanii Syrup	Non-Unco		Submitted
NEPAL	02.07.1997	Cetarii Syrup  Cetarii Tabs  New Liufi Tabs	Non-Once		Submitted
NEPAL	02.07.1997	New Livit Salar	Non-Unco		Submitted
NEPAL	02.07.1997	New Livit Syrup	Non-Onco		Submitted
NEPAL	25.03.1998	Cetirizine tablet 10 mg	Non-Onco		Submitted
NEPAL	02.05.1998	Roxithromycin Tablets	Alon Cons		Submitted
NEPAL	09.01.2001	Pamilos 30 &60 mg	Non-Unco	15	Submitted
NEPAL	26.04.2001	Pamids 90 mg	Acjuvant	29.01.2001	Submitted
					Submitted
NEPAL	24.02.2000	Fluenx 50 mg		17 05 2001	Sutimitted
NEPAL	24.02.2000	Flutrox 150 mg	Non-Onco	27.06.2001	Submitted
					Submitted
NEPAL	05 10 2001	Nasarel - 20 Amiliocan 50 mg	Non-Onco	_ 10.11.2001	Submitted
NIGERIA	27.03.1007	AppleMa Company	Adjuent	05.10.2001	Submitted
NIGERIA	27.03.1007	Ameliani Caps 250	Non-Onco	16.06.1997	Submitted
NIGERIA	27 03 1997	Ampicilin Caps DS	Non-Onco	16.06.1997	Submitted
NIGERIA	27 02 1007	Ampicium Caps DS	Non-Onco	16.06 1997	Submitted
NIGERIA	77.00 1007	Amonycilin Caps 250	_Non-Onco	16.05 1997	Submitted
NIGERIA	27.03.1997	Amorycilin Caps 500	Non-Onco	16.06.1997	Submitted
VIGERIA	27.03.199/	Amoxycitin Caps DS	Non-Onco	16.05.1997	Submitted
					Submitted
WGERIA	27.03.1997		Non-Onco	16.06.1997	Submitted
					Submitted
SWAN	15,07,1998	Sirox 250 & 500	Non-Onco		Submitted
ZANGLES	14 06 2001	Company Registration		18 06 2001	Submitted
ANAMA	13.06,1997	Fluconazole	Non-Onco		Submitted
AMAMA	13:06:1997	Carboptatio Injection 150 &450	Onco		Submitted
ANAMA	13:06.1997	Methodrexate Inj. & Tablets	Onco	-	Submittee
ANNA	13.06.1997	Intexet Injection	Onco		Submitted
ANAMA	09.05.1998	Gynalam Tablel 10 & 20 mg	The second second	- minimum mini	andmitted

PERU	request			submission	
		Intaxet 100	Onco		Registereif
PERU	W # 25 1	Intaxet 30	Onco	23 12 1998	Registered
	05.05.1998	. Kemocarb 150 mg	Onco		Registered
PERU	06.05 1998	Kemocarb 450 mg			Registered
PERU	06.05 1998	Kemopiai 10mg/20 ml	Onco	23 12 1998	Registered
PERU		Adrim 50 mg			Registered
PERU	06 05 1998	Fivally 250 mg	Олсо	23 12 1998	Registered
PERU	06:05 1998	Zexate Inj 15 mg	Onco	= E maneannon	Registered
PERU	06.05.1998	Zexale Tab.	Onco	23 12 1998	Registered
PERU	01.04.1999	Fytosid U.S.P.	Onco	23.12.1998	Registered
	15.69.2000	_ Topolei -4	Onco	24.01.2001	Registered
PERU	15.09.2000	Daxolel 50	Onco	24.01.2001	Registered
PERU	06.85 1998 .	Kemoplat 50	Onco		Submitted
PERU		Ledoxan Tab. 50 mg			
PERU		Adrim 10 mg	.Onco	23 12.1998	Submitted
PERU	06.05.1998 .	Fivoflu 500 mg	Onco	23.12.1998	Submitted
PERU	06.05 1998	Gynstam 10 mg	. Onco		Submitted
PERU	06:05.1998	Gynalam 20 mg	Once	23.12.1998	Submitted
PERU	15 02 1999	Empurin Tab	Onco	03 12 1999	Submitted
		Hydab Capsules			
		Daxolel 20			
PERU	15.09.2000	Zexale 50	Onco	24.01.2001	Submitted
PERU	26.04.2001	trinolet 40	Onco	21.06.2001	Submitted
PERU	26.04.2001	irinotel 100	Onco	21.06.2001	Submitted
PHILIPPINES	28 01 1995	totaxet	Coco	20.05.1995	Registered
		Ledoxan Tablets 50 mg			
		Gynalam Tablets USP 10mg			
		Gynatam Tablets USP 20mg			
PHILIPPINES	Aug 1996	Zexate Tablets USP 2.5mg/tab	Onco		Registered
PHILIPPINES	Aug 1995	Zexale Inj. USP 50 & 15 mg	Dece		Registered
		Mesna Injection 100mg/ampouls			
PHILIPPINES	Aug 1005	Fivofiu 250mg/ampoule	Occo	EX. NAME AS A DESCRIPTION OF THE PARTY OF TH	Peniclerer
PHILIPPINES	Aug 1996	Fivofiu 500mg/ampoule	Onco		Benisterer
		Adrim 50 mg/vial			
DHI IDDINGS	Aug 1996	Fytosid Injection 100 mg/vial	Once		- Registerer
		Ledoxan Inj. 200, 500 & 1 g			
		Kemocarb injection			
		Hydab Capsule 500 mg			
		Empurin Tablets 50 mg			
		Leucovorin Inj. 3mg, 15mg & 50 mg			
		Cytarin Inj. 100mg,500mg 1g			
		Kemoplat Inj. 10mg/20,50mg/100ml			
		Intaxel 100 mg			
		Intaxet 260 mg			
		Fivoflu 250 &500 vials			
		Inlaxel			
		Intaxet			
		Levodopa Tablets 500			
		Multivitamin Multimineral Tab			
		Levodopa CarbidopaTablels			
		Paracetamol Syrup			
		Ascorbic Acid Tablets 750mg			
		Ascorbic Acid Tablets 500 mg			
RUSSIA			Cons	art zamenitza	Registere
		Intaxel injection 17 ml			Registered

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
RUSSIA	18.02.1997	Zexate Inj. USP 50 mg/vial	Onco		Water Co.
RUSSIA	18.02 1997	Zexate Ini USP15 rog/vial	Onco	The same	Registered
RUSSIA	18.02.1997	Fivofile Injection 5 ml	Occo		Registered
RUSSIA	18.02 1997	Fivally Inj. 10ml	Onco	I ST. THINGS	Registered
RUSSIA	18.02.1997	Kemoplat Injection 10 mg/20ml	Onco		Registered
RUSSIA	18.02 1997	Kemoplal Injection 50 mg/100 ml	Onco		Registered
RUSSIA	18.02 1997	Kemocaro Inj. 15	Onco		Registered
RUSSIA	18.02 1997	Kemocarb Inj. 45ml	Onco	77.14	Registered
RUSSIA	03-2000	Fulness 100	Onco		Registered
RUSSIA		Fylosid 100 mg	Onco	25 07 2000	
RUSSIAAISSUR		Bromhexine Elixir	Non-Onco		Submitted
RUSSIA			Non-Onco	-	Submitted
AUSSIA		DUROX Capsule 20 mg	Non-Onco		Submitted
RUSSIA		Paracetamol Tablets 500 mg			
RUSSIA			Non-Onco	-	Submitted
DIEGNA		Vilamin & complex Tablets	Non-Onco	- 00000000	Submitted
RUSSIA		Naproxen Sodium Tablets	Non-Onco		Submitted
RUSSIA		Metaldan Tablets Ting	-Non-Onco	THE PROPERTY OF	Committeed
RUSSIA		Relouted Flins AmolEmi	Billion of Committee		
VUSSIA.	720000000	- Miedard	Non-Onco	-	Submitted
The second secon	10.02 1397	Adrim Injection 10 moleist	Charac.		Company of the Compan
1055IA	18.02.1997	Addim Interhonsin matrix	A comment		The second second second
A 100 CO	10.02.1997	1.00CP(2000) INV 203, 801 mm	Charac		Land Company of the C
The second contract of	49.03.2001	William Constitute to a 50 miles	Property.	The state of the state of	Application of the second of t
THE R. P. LEWIS CO., LANSING, MICH. 49-14039-1-120	The second second	DODRUS LOGOD Synus 100 ml	ALCOH.		March Company (1)
CONTROL OF THE RESERVE OF THE PARTY OF THE P	4444	PARTONE & GOS. 1500 Pt.	Acces		maked the second of the late of the late.
Company of the property of the property of the second		Lane take 10×25-Sanet flavour	Adams (Common		
CONTRACTOR OF THE PARTY OF THE	Children Committee of the Committee of t	Life and A. C. lange of teneralise 76, April	Mariana .		Code Children Control Code Co.
Committee of the Commit	- 49/10/2001	Sarbyna Strong	Non-Once	05 11 2001	Submitted
10 Carlot 10 Car	47.44.1990	Company Profile	Non-Onco	. 03.11.2001	Submitted
INGAPORE	15.02 2001	Intaxel Injection 30 mg	Oren	20.00.200+	Submitted
INGAPORE	15.02.2001	Kemocarb Inj 150 & 450 mg	Occo	30.09.2001	Submitted
INGAPORE	15.02.2001	Kemoplat Injection 10 mg,50 mg	Orco	30.09.2001	Submitted
INGAPORE	15.02.2001	Cytacin tol. BP100, 500 me 1 am	Onco	30.09.2001	Submitted
NGAPORE	15.02.2001	Adrim Injection 10 mg, 50 mg	Oren	30.09.2001	Submitted
INGAPORE	15.02.2001	Fytosid Injection 20 mg	Onco	30.09.2001	Submitted
INGAPORE	15.02.2001	Zexate Injection, 15mg, 50mg	Onco	70.09.2001	
INGAPORE	+0.02.2001	FOODING INJECTION 250 may 500 ave	Charles.	Sin on hear	Submitted
INGAPORE	15.02.2001	Leucovorin Injection 3 mg,	Adjuvant	30.09.2001	Submitted Submitted
OUTH AFRICA	····	Pacitiaxel Inj.	A-2-2-		22/20/00/20/20
THE PERSONAL PROPERTY OF THE PERSON PROPERTY	The state of the s	Alexin Cansules 250 mo	Man Class		
RI LANKA	·	Alexin Capsules 500 mg	Mos Ossa	T () = 1	Registered
RI LANKA		Alexin Dry Syrup 125 mg/m/	Non-Cinco		Registered
THE RESIDENCE TO CONTRACT OF THE PARTY OF TH	OCC. THE RESERVE OF THE PARTY O	Ampicillin 10000x	Mon Origon		Registered
RI LANKA	-0.00	Nuren 200	Non-Onco		Registered
RI LANKA		Nuren 400	Also Deca		Registered
RI LANKA		Damoxy Dry Syrup 125 mg/ml	Non-Unco		Registered
RI LANKA		Tolnafiale Cream (Tinavate)	Non-Cinco		Registered
RI LANKA		Tologitate Solution	Non-Unco		Registered
RI LANKA		The state of the s	rvan-Unco		Registered
RI LANKA		30.000.000.000.000.000.000.000.000.000.	Non-Onco		Registered
RI LANKA			Non-Once		Registered
A	T - T - HOUSE - HALL	Cetanii Supsension 120 mg/5 ml	Non-Onco		Registered

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
SRI LANKA		Cetanii Tablet 500 mg	Non-Onco		Registered
SRI LANKA		Atecard 25	Non-Onco	-	Repistered
SRI LANKA		Alecard 50 Partial Inf	Non-Once		Registered
SRI LANKA		Alecard 100 Partial Inf.	Non-Cinco	_	Registered
SRI LANKA	13 06 1997	Fluorouracil 250 8500	Non-Onco		Registered
SRI LANKA	13 06 1997	Adrim 10			
SRI LANKA			Onco		Registered
SRI LANKA	13.06.1997	Cisplatin 10 &50			
		Zexate 50 mg			
		Zexale Tab			
		. Intaxel 30			
SRI LANKA	19.06.2000	Empurine lablet 50 mg USP	Onco	07 09 2000	Registered
SRI LANKA	13 06 1997	Fylasid	Onco	07.00.2000	Registered
		Dabcilin Dry Syrup 125 mg/ml			
		Ulzol capsule			
		Cytarabin injection 100 mg			
SELLANKA	10.10.2000	Cytarabin injection 100 mg	Onco	20 07 2001	Submitted
ORI LANNA	10.10.2000	Cytarabin injection 1g	Unco	30 07 2001	Submitted
OFF LANKA	10.10.2000	Kereocarb Injection 150 mg	Unco	30:07:2001	
SHI LANKA	10.10.2000	Kemocarb Injection 450	Onco	30.07.2001	Submitted
SRI LANKA	10.10.2000	Mesna Injection100 mg	Adjuvant	30,07.2001	Submitted
SRI LANKA	10.10.2000 .	Leucovorin Priection 3 mg	Adjuvant	30 07 2001	
SRI LANKA	10.10.2000	Leucevorin Injection 15 mg	Adjuvant	30 07 2001	Submitted
SRI LANKA	10,10,2000	Leucovorin Injection 50 mg	Adjuvant	30 07.2001	Submitted
SRI LANKA	10.10,2000	Radiopaque Inj 240 mg/ml,10 ml	Non-Once	10.09.2001	Submitted
		Radiopaque Inj 240 mg/mi, 20 ml			Submitted
		Radiopaque Inj 300 mg/ml, 10 ml			
SRI LANKA					
		Radiopaque Inj 300 mg/ml, 50 ml			Submitted
		Radiopaque Inj 300 mg/ml,100ml			
SRI LANKA	10.10.2000	Radiopaque Inj 350 mg/ml, 20 ml	Non-Onco	10.09.2001	Submitted
SRI LANKA	10,10,2000	Radiopaque Inj 350 mg/ml, 50 ml	Non-Onco	10.09.2001	Submitted
		Radiopaque Inj350 mg/ml,100 ml			
		Construction (60%) Inj., 20 ml			Submitted
SRI LANKA	10.10.2000	Constrastin (60%) Inj., 50 ml	Non-Onco	16 11 2001	
SRI LANKA	10.10.2000	Constrastin (76%) try, 20 ml	Non-Onco	16.11.2001	Submitted
		Constrastin (76%) Inj., 50 ml			Submitted
		Constrastin (76%) Inj., 100 ml			Submitted
		Intaxet 100 mg			Submitted
		Intaket 260 mg		THE RESERVE OF THE PROPERTY OF THE PARTY OF	Submitted
SRI LANKA					Submitted
		Daxofel 80			70.000
		Zexate 15			
SRI LANKA	12.06.2001	Zexale 500	Onco	02 12 2001	Submitted
SRI LANKA	12.06.2001	Irinotel 40mg	Onco	09.01.2002	Submitted
		Irinotel 100mg			
		Vinorelbine 10			
		Vinorelbine 50			
		Ledoxan tab. 50 mg			
SRI LANKA	10.10.2000	Tamoxilen 10 mg	Onco	16.01.2002	Submitted
SRI LANKA	18.10.2000	Tamoxifen 20 mg	Onco	16.01.2002	Submitted
SUDAN	-	Damoxy 250 mg	Non-Onco		Submitted
		Damoxy 500 mg			
SUDAN		Damoxy DS	Non-Onco .		Submitted
SUDAN		Alexin 250 mg	Non-Onco		Submitter
		Alexin 500 mg			
		Atecard 50 mg			
		Alecard 100 mg			

	Date of request	Name of the Products	Category	Date of	
SUDAN		Zenad 60 Zenad 120		submission	
SUDAN		Zerou 120	Onco		Submitten
SUDAN		TOUR AS SE	Unco		Submitted
SULIAN	100		LACTURE CHIEFE		Submitteet
SUÇAN		The Control of the Co	· · · · · · · · · · · · · · · · · · ·		Subsmitted
SUDAN	The second second second	A CONTRACTOR OF THE CONTRACTOR	INDIT-CINCO		Submitted
SUDAN	The second second	Abuser 2000	Non-Onco		Submittee
QUUMN	-	Nuten 400	Non-Onco	De Li Sm	Submittee
SUDAN	24 114 1008				
SUDAN	28.84 1005	The state of the s	Cinea		
SUDAN	24 fld 10he				
SUDAN	24 04 1006	The second second	Onco		Submitted
SUDAN	24 04 1000	The state of the s	Unco		Submitted
SUDAN	Feb. 1999	Charles and the	Unco		Submitted
SYRIA	29.05.1008	between the same and	Unco		Submitted
FAIWAN	Feb 1999	Intaxel Terfenadine Fluconazole	Onco	08.11,1996	Submitted
TAIWAN	01 10 1006	Florence de la companya de la compan			Submitted
TARWAN	30 01 1002			14.11.1996	Submitted
THAILAND	09 08 1000	The country of the field of this	Mrs. Cinen	30.01.1997	Submitted
HAILAND	17 08 1999	Intaxel Injection Kemecarb Ini 150 & 450 mg	Onco	09 08 1999	Registered
THAILAND	25 03 1007	Kemecarb Inj 150 & 450 mg	Unco	18.05.1999	Registered
THAILAND	25.03.1997	Zenate 50 me in	Unco	III)	Registered
THAILAND	25.03.1007	From Acc.	Unco	the Townson Committee	Registered
THAILAND	25 03 1997	Fivofic 250 mg & 500 mg ampoule Fivofic 250 mg & 500 mg vial	Onco		Registered
HAILAND	25.03.1997	Ladama Tab.	Once		Registered
HAILAND	25 03 1002	Ledoxan Tabe 50 mg	Onco	S - THE STATE	Registered
HAJLAND	25.03.1997	Zexate Tablet 2.5 mg	Once		Registered
HAILAND	25 03 1007	Control and the second	Unco		Registered
HAILAND	25.83 +007		Unco	and the second second	Registered
HAILAND	25 03 1997	Gynatam Tabs 10 mg Gynatam Tabs 20 mg Cylarin Ini 100 mg 500 mg 81 m	Onco		Registered
HAILAND	15.02.1999	Cytarin Inj 100 mg, 500 mg &t g Leucovorm inj 3 50 mg	Conco	A R. War and a second	Registered
HAILAND	15.02 1000	and and the sub-	Onco	18.08.1999	Registered
MAILAND	15.02.1999	Mesna Inj. 200 mg	Non-Con-	07.05.1999	Registered
HAILAND	16.09.1999	Daxotel inj. 20 880	Open	07.05.1999	Registered
MAILAND	15.02.1999	the sporting raily, did still	Ottee	10 00 4000	Registered
HAILAND	15.02,1998	- S	Cinco	121 00 4000	Registered
HAILAND	02 05 1998	cedowari inf 200 mg	Once	28 05 4000 V	Registered
HAILAND	02.05.1998				
HAILAND	02.05.1998	Ledoxan Inj 1 gm	Onco	10.05.1999	ballimous
MARIANIS	03.05.2000				
HAILAND	30.05.2000	Intaxel 260 mg	Onco	08 00 2000	Delpimous
RINIDAD & TOBAGO	13.06.1997	Fivelly Inj. 250 mg	Onco	17.07.1997	Social ered
PINIDAD & TORAGO	T-1	Gynalam 10 mg	Onco	04.04.1998	registered Registered
RINIDAD & TORAGO	N	Gynatam 10 mg	Onco	04.04.1998	Vegraldred Senistered
PINIDAD & TOBAGO	21.07.1998	Fylosid 100	Onco	14 02 1996	Secretario d
NINIDAD & TOBAGO	21.07.1998	Zexute Tab	Onco	14 02 1000 7	ediziete0
CINEDAD & TOBAGO		Treation at the management	A description	DE DA ADDE	
					Registered
RINIDAD & TOBAGO	21.07.1998	THE POST OF THE PROPERTY OF THE PARTY OF THE	Clock	44.02 toon P	
RINIDAD & TOBAGO	02,05,1998	cedoxan ratiet	Onco	25 05 1000 6	Registered
RINIDAD & TOBAGO	17.11.1998	Ledoxan Injection 200 mg	Onco	31 07 1000	legistered
CINIDAD & TOBAGO	13.06,1997	Membrat Int. 10 and	Onco	47 07 4007 0	registered
		Fivoliu Inj. 500 mg	Onco	17.07.1997 \$	utimitted
RINIDAD & TOBAGO	13.06,1997	Gradi zu mg Lags	Non-Cinco	47 07 1002 6	bellimdu
SINIDAD & TOBAGO	13.06,1997	maritaz 1205 150 mg	Man-Ones	47 69 1000 0	ubmitted
RINIDAD & TOBAGO	13 06.1997	Ranitidine Inj. 25 mg/mt	Non-Onco	02.00.4222	ubmitted
RINIDAD & TOBAGO	13.06 1997	Fluconazole Caps 150 mg	Non-Ones	02.08.1997 \$	ubmitted
SINIDAD & TOBAGO		Adrim 10 mg , 50 mg	- Name of the	VE.00.1997 S	ubmitted

lame of the Country	Date of request	Name of the Products	Category	Date of submission	Status
TRINIDAD & TOBAGO	21.07.1998	Ledoxan Inj. 500 & 1000 mg	Önco	The same of	Submitted
	. 21.07.1998	Kemocarb 450 mg		14 02 1998	Submittee
TRINIDAD & TOBAGO	02 09 2000	Cytann Inj. 100 mg		21 07 2001	Submitted
TRINIDAD & TOBAGO		Daxolei Inj. 20 mg, 80 mg		21.04.2001	Submitted
TRINIDAD & TOBAGO		Leucovonn Injection 50mg			Submitted
RINIDAD & TOBAGO		Empurine Tablets 50 mg		21 04 2001	Submitted
TRINIDAD & TOBAGO	02 09 2000	Zexale 50 mg	Once	21.04.2001	Submitted
FRINIDAD & TOBAGO	02 00 2000	Topolel Injection 4 mg	Onco "	21.07.2001	Submitted
FRINIDAD & TOBAGO.		Intaxel Injection 100 mg	Core	21.07.2001	Submitted
TURKEY		Fytosid Injection 100 mg			
TURKEY	Det 1007	5-Fluorouracil Inj. 250 &500 mg	Chee	29 12 1997	Suamitte
TURKEY	Oct 1997	S-Hubraurace ing. 250 a500 mg	Onco	30.12.1997	Submitted
	Oct 1997	Cisplatin Injection 10 &50 mg	Crice	26.12.1997	Submittee
FURKEY	Oct 1997	Gynalam Tablets 10 &20 mg	Onco	The second section in	Submitted
		Adren 5 mt 825 ml	Once	26 12 1997	Submitted
FURNEY	Oct 1997	Methotrexate (PF) Inj 15 mg &50 mg	Onco	26.12.1997	Submitted
FUNKET	Oct 1997	Cyclophosphamide Tabs 50 mg	Onco		Submitter
TURKEY	24,04,1998	Docetaxel 20 mg & 80 mg	Onco		Submitter
UKKEY	24 04 1998	Inlaxel 30 mg&100 mg	Onco		Submitted
URKEY	24.04.1998	Zexate 2.5 mg, 100';s peck	Onco		
TURKEY	26 06 1998	Zexale 5 mg/1 ml vial	Onco		Submitter
TURKEY	26.06.1998	Mesna 200	Adjuvant		Submitter
TURKEY	26.06.1998	Leucovorin 50 mg	Adjuvant	mi Taldarennesio-n	Submitter
TURKEY	15.02.1999	Ledoxan Inj. 200, 500mg &1g	Onco	12.06.1999	Submittee
JGANDA		Ulgel Tabs 25X10	Non-Onco		Submittee
JGANDA	06 10 1997	Ulget Liquid 170 ml	Non-Onco		Submittee
JGANDA	06 10 1997	Tinavate Cream/Solution	Non-Onco		Submitted
JGANDA	06.10.1997	Flutrax	Non-Onco	-	Submitted
JGANDA	06.10.1997	Atecard 100 mg/D	Non-Onco		Submittee
		Dabcilin 250 mg/Dry Syrup	Non-Onco		Submitte
LIGANDA	06.10.1997	Damoxy 250 mg/Dry Syrup	Non-Onco	-	Submitte
LIGANDA	06.10.1997	Alexin Cap 250	Non-Onco		Submittee
UGANDA	06 10 1997	Alexiii Cap 500	Non-Chico		Submitte
UGANDA	06 10 1997	Strox 250	Non-Once		Submitte
LIGANDA	06, 10, 1997	Strox 500	Non-Oppo		Submitte
UKRAINE	10.13.1995	Gentus 20	Non-Onco	12 12 1995	Submitte
LIKRAINE	10 11 1995	Gentus 60	Non-Once	12 12 1005	Submitte
UKRAINE	10.11.1995	Gentus 86	Mon-Onco	12 12 1006	Submitte
LIKPAINE	10 11 1005	Gentus eye drop	Nee Ores	13 12 1006	Coherent
IKRAINE	10 11 1006	Gentus eardrops	Men Cons	12.12.1990	- Submitte
INDAINE	10.11.1995	Seredal 2	Non-Onco	12.12.1995	- Submitte
UNDAINE	10.11.1995	Seredal 5	Non-Unco	12.12.1995	- Submitte
		Seredal 5			
UKRAINE	10.11.1995	Seredal 10			
	10.11.1995	Seredal Injection			Submitte
	10.11.1995	Seredal Suspension	Non-Onco	12 12 1995	Submitte
UKRAINE	10,11,1995	Alexin 250 mg (reregistration)	Non-Onco	12.12.1995	Registere
	10,11,1995		Non-Onco	18.12.1995	Registere
	10 11 1995	Dabcilox Cap. (reregistration)			Registere
UKRAINE	10.11.1995	Dabcilos inj. (reregistration)			Registere
	10 11 1995				Registers
UKRAINE		Kemoplat 20 &100ml (0.5mg)			Registere
	13.06.2000	Kemocerb 150 6450mg			Registere
	13.06.2000	Fytoside 100mg			
LIKRAINE		Zexate 15 & 50 mg			
UKRAINE		Intaxel 30 & 100 mg			Registere
CARCEGUIAL:	29 11 1007	Docetaxet inj 20580	Onco	12 01 1998	Submitte
LIKRAINE	THE R. P. LEWIS CO., LANSING, MICH.				
LIKRAINE	29 11 1997	Zexate 2.5		12:03:1998	Submitte Submitte

Name of the Country	Date of request	Name of the Products	Category	Date of	Status
URUGUAY	12.05.2000	Zavata co		Submission	V.
URUGUAY	20.06.2000	Zexate 50	Onco	12 12 2000	Submitted
URUGUAY	28 10 2000	Ledoxan tab. 50 mg	Onco	12.12.2000	Submitted
VENEZUELA	4E 1A ARRA	Zexare rabilit 2.5 mg	Onco	12 12 2000	Submitted
VENEZUELA	15 10 1000	Kemocarb 150 mg (Bioplatinex) Kemocarb 450 mg (Bioplatinex)	Опсо	24 02 2000	Registered
VENEZUELA	15 10 1000	rvemocaro 450 mg (Bioplatinex)	Onen	24 02 2000	Registered
VENEZUELA	15.10.1000	Ledozan 50 mg (Biodoxan)	Onca	04 09 2000	Registered
VENEZUELA	15.10.1000	examin to mg	Once	24 02 2000	Registered
VENEZUELA	86 84 5500	research 50 mg	Once	24 02 2000	Registered
VENEZUELA	15 10 1000	Fivolu 250 mg Fivolu 500 mg	Once	24.02.2000	Registered
VENEZUELA	15 10 1990	Zeron Co	Onco	24.02 2000	Registered
VENEZUELA	15 10 1998	Zhanta O.C.	Onco	24.02.2000	Registered
VENEZUELA	15 10 1999	Interest 200 con and	Onco	04.09.2000	Registered
VENEZUELA	15 10 1990	Careta at mg, 100 mg	Once	24.02.2000	Registered
VENEZUELA	15 10 1000	Cyrenam 10 reg	Orvog	04.09.2000	Registered
VENEZUELA	15.10.1999	Gyration 10 mg  Gyration 20 mg  Fytosid 100 mg  December 10: 20 4 mg	Onco	04.09.2000	Registered
VENEZUELA	17.04 1000	- Thousa 100 mg	Onco	24.02.2000	Registered
VENEZUELA	15 10 1999	Emercial St. 20 & 60 mg	Onco	04.06.1998	Submitted
VIETNAM	24 04 1000	two and	Onco	04.09.2000	Submitted
VIETNAM	2d 04 1008	Town Capsule	Non-Onca	-	Submitted
RETNAM	24 04 1000	Zened 198	Non-Onco		Submitted
VIETNAM	24.04 1999	Zenad 120 Zenad Suspension	Non-Onco		Submitted
JETNAM	26.04.1990	. Zenad Suspension	Non-Onco	_	Submitted
JETNAM	24.04.1990	Strox 250	Non-Onco		Submitted
/IETNAM	24.04.1998	Strox 250 Strox 500 Alexin 250	_Non-Onco		Submitted
/IETNAM	24.04.1998	Alexin 250	Non-Onco		Submitted
METNAM	24.04.1998	Alexin 500	Non-Onco		Submitted
DETNAM	24.04.1998	Alexin Dry Syrup 125	Non-Onco		Submitted
RETNAM	24.04.1998	Ulgel Fablets	Non-Onco		Submitted
DETRIAN	24.04.1998	Ulgel Liquid	Non-Onco		Submitted
TETNAM	08.09.2000	Adrim 10mg &50mg	Onco	19.03.2061	Submitted
IETNAM	08.09.2000	Kemopist 10mg 50mg (0.5mg/ml)	Onco	19.03.2001	Submitted
TETNAM	08.09.2000	Kemopat 10mg ,50mg (0.5mg/ml) Kemocarb 150mg, 450mg(10mg/ml) Extensis 1999	_Onco	19 03 2001	Submitted
TETNAM		Fytolid USP	_Onco	19.03.2001	Submitted
TETMAN	08,09,2000	Gynatam 10	Onco	19.03.2001	Submitted
TETRIAN	08.09.2000	Gynatam 20	Once	19.03.2001	Submitted
TETROM	08.09.2000	Ledoxan tab. USP 50 mg	Onco	10.03.2001	Submitted
ETNAM	08.09.2000	Empurine tab. USP 50 mg	Open	10.03.2001	Submitted
TETRAM	08.09.2000	Ledoxan Inj. 200mg	Onco	19 03 2001	Submitted
CTNAM	08.09.2000	Ledoxan 500 mg	Onco	10.03.2001	Submitted
HETNAM	08.09.2000	Lédoxan 1gm	Occo	19.03.2001	Submitted
IETNAM	08.09.2000	Ipamide 1gm	Onco	10.03.2001	
IETNAM	08.09.2000	Leucovorine Calcium Inj. 3mg	Adjuntat	19.03.2001	Submitted
IETNAM	08:09.2000	Leucovorine Calcium Inj. 3mg	Advance:	. 19.03.2001	Submitted
IETNAM	08.09.2000	Leucovonne Calcium Inj. 15 mg	Adimonst	19.03.2001	Submitted
ETNAM	08.09.2000	Intaxet 30 &100 mg	Core	49.03.2001	Submitted
					Submitted
ETNAM	08.69.2000	Cytation Inj. 500mg	Con-	30 04 2001	Submitted
ETNAM	08:09.2000	Cytarin Inj. 1 g	Onco	30.04.2001	Submitted
		Davoiel 20 &80 mg	Unco	30.04.2001	Submitted
ETNAM	08.09.2000	Fivofiu 250 m&500 mg	Unco	30.04.2001	Submitted
ETNAM	08.09.2000	Fivofiu 250 m&500 mg Zexate inj 15mg	Unco	30.04.2001	Submitted
ETNAM	08.09.2000	Zexale ini 50 8 500		30.04.2001	Submitted
ETNAM	08 09 2000	Zexate inj.50 &500 mg	Onco	30.04.2001	Submitted
EMEN		C6X816 140	Onco	30 04 3004	Submitted
EMEN		roexin 250	Mag-Dace		Registered
EMEN	26 12 1005	Alexin 500	Non-Onco		Registered
MEN	26 12 1995	Alegard 100	Non-Onco		Registered
MEN	26 12 1995	Alecard 100			Registered
Section of the sectio	11 - 1 Sect Sec 1222 - 111	Delinoxy 230	Non-Onco		ALC: CONTRACTOR

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
YEMEN	26 12 1005	Damoxy 500	Non-Onco		Registered
YEMEN			Non-Onco		Registered
YEMEN		Dabcilex Capsules 500 mg	Non-Onco	Water William	Registered
ZENEN	20 12 1005	Nuteri 200	Non-Coco		
CEMEN	20 12 1993	Nuren 400	Non-Cinen		Registered
YEMEN	26 12 1995	Q-Lyle 27.9 gm sachel	Non-Occo		Registered
YEMEN	28,12,1995		Non-Chico		Designated
YEMEN	26.12.1995	Kemoplat Injection 10 mg	Change		Danielared
YEMEN	26.12.1995	Fluorouracil Injection 250	Onco		Submitted.
YEMEN	26.12.1995	Dabolax Dry Sylup	Non-Onco		Submitted Submitted
VEMEN	26.12.1995	Ulzol Capaule 20 mg	_Non-Unco		Submitted
YEMEN	28:12:1995	Ulget Liquid	Non-Onco		Supmitted
YEMEN	26.12.1995	Komoplat Injection 50 mg	Onco		5-upmilleo
YEMEN	26.12.1995	Adrim Injection 10	Onto		Submitted
VENIEN	26 12 1005	Adrim Injection 50	Onco		Submitted
YEMEN	26 12 1995	Cyclosopria Oral Liquid	Non-Orica	in <del>**</del>	Submitted
YEMEN	26 12 1995	Ledoxan Ini. 200, 500 mg & 1g	Onco		Submitted
YEMEN	26 12 1995	Ciombolacio Tableta 250 & 500 mg	Non-Onco		Submitted
VENEN	26 12 1995	Zexate Inj. 50	Onco	=	Submitted
VENEN	20 12 1005	Fluorouracii Inj. 500	Ogen		Submitted
TEMEN	20.12.1990 .	Bleomycin Injection 15 units	Dace		Submitted
YEMEN	26.12.1995	Strox 250 &500	Non Cons	17 10 1007	Submitted
YEMEN	09,10.1997	Strox 250 &500	Non-Caco	15.16.1991."	Cohmitted
YUGOSLAVIA	29 03.1996 .	Methotrexale inj	Unco		Pubmitted
YUGOSLAVIA	29.03.1996		Unco	II =	Submitted
YUGOSLAVIA	29.03.1996	Adrim inj. 25ml	Once		Submines
YUGOSLAVIA	29,03.1996	Cyclophosphamide inj. 200 mg	Onco		Submitted
YUGOSLAVIA	29.03.1996	Cyclophosphamide inj. 500 mg	Onco		Submitted
VIDGOSI AWA	20.03.1996	Cyclophosphamide ini. 1 g	Onco	- The second	Supmitted
VUGOSLAVIA	29 03 1996	Fytosid ini. 20mg/m/	Onco		Submilled
YUGOSLAVIA	29 03 1996	Cisplatio ini, 10 mg	Onco		Submilled
YUGOSLAVIA	29:03:1996	Cisplatin inj. 50 mg	Onco	and the second second	Submitted
YHGOSLAVIA	29 03 1996	Fivoflu inj. 250 mg	_Onco	-	Submitted
VIICOCI AVIA	20.03.1006	Fivoflu inj. 500 mg	Onco	2	Submitted
YUGOSLAVIA	20.03.1006	Mesna inj. 100 mg/ ml	Adjuvant	-	Submittee
TUGUSLAYIA	22 03 1550	Dabolin 250 mg	Non-Onco	26 08 1995	Registere
ZAMBIA	03 05 1995	Dabolin 500 mg	Non-Onco	26 08 1995	Regissere
ZAMBIA	03.05.1995	Dabosin bou rig	Han Onco	20.00.1005	Desistere
ZAMBIA	03 05 1995	Dabcilin Dry syrup	Non-chico	20.00 1303	Deplatere
ZAMBIA		Dabcilin Distab	Non-Onco	26.08.1995	registere
ZAMBIA	03.05.1995	Alexin 250 mg	Non-Onco	26,08,1995	Registere
ZAMBIA	03.05.1995	Alexin 500 mg	Non-Onco	26.08,1995	Registere
ZAMBIA	03.05.1995	Alexis Oispersible125 mg	Non-Onco	26.08.1995	Registere
ZAMBIA	03.05.1995	Alexin Dry syrup	Non-Onco	26,08.1995	Registere
ZAMBIA	03.05.1995	Atecard 25 rsg	Nan-Onco	26.08.1995	Registere
ZAMBIA	03 05 1995	Alecard 50 mg	Non-Onco	26.08.1995	Registere
ZAMBIA	03.05.1905	Alecard 100 mg	Non-Onco	26.08.1995	Registere
ZAMBIA	03.05.1995		Non-Once	26 08 1995	
CAMBIA		Ulgel TabletsOrange flavour	Non-Once	26 08 1995	
ZAMBIA	03.03.1330	Tinavate Cream	Non-Onco	76.08.1995	
ZAMBIA	03.05.1990	Tingwale total	Non-Doco		Registere
ZAMBIA	03.05.1995	Tinavate loson	Non Once		5 100 TO
ZAMBIA		Dabolox 500 mg	Mar Care	26 08 1995	
	03.05.1995	Dabcilox Dry syrup	Non-Once		2. 11 - 15 1 1 1 2 2 2
ZAMP!A	-mm	Dabolox Distab	Non-Unco		
ZAMBIA	Harry To progressy	Damoxy 250 mg	Non-Onco		
ZAMBIA	03 05,1995	Damoxy 500 mg	Non-Onco	26.08.1995	
ZAMBIA	03.05.1995	Damoxy Dry syrup	Non-Once .	26.0B 1995	Register
ZAMBIA		Damoxy Distab125 mg	Non-Onco	26.08.1995	Register
ZAMBIA	and the same of th	Damoxy Distab250 mg	Non-Onco	26.08.1995	Hegisteri
ZAMBIA	03.05.1995	S Oryza Expectorant	Non-Onco	26 08 1995	Register
ACCUSED TO BUILDING THE	15/21/101	5 Fruiral	Non-Onco	26.08.1995	Fogister

AT ALL SAN STATE	Date of request	Name of the Products	Category	Date of submission	Status
ZIMBABWE ZIMBABWE ZIMBABWE	07,101999 07,10,1999 05,03,2000	Kemorlat 10 mg Fytosid Adrim 10 mg \$50 mg Fivoflu 500 mg Zexata ini 50 mg		20 01 2000 29 09 2000	Registered Registered Submitted Submitted Submitted

## TENDER'S

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
BANGLADESH	05.10.1995	Adrim 50 (tender papers)	Onco	22 11 1995	Registered
					Registered
					Submitted
White the state of	CHARLES MICH. CARRY CHEST	ACCOUNT TO CAR MARKET AND	All the second s	participant of the second provide and the second	COPE-TO-SE DESCRIP
THE RESERVE THE PARTY OF THE PA		Chrysle Int. 675 may Report and the contract	Character Control of the Control of		Submitted
					Submitted
		FINANCE NICE TWO (Doc Interdent)	Part of the second	The day of the back and the	Submitted
THE RESERVE AND ADDRESS OF THE PARTY OF THE	129. HQ. 213010	Eulocid 100 Mee Inteded	400	Carl San Carl Carl Carl Carl Carl Carl Carl Carl	
Delicated of the second live and account of the second	124 (10) 20000	Remodel 30 ms Max 4			
The second secon	***** W.W. M.D. V. OHILL	Calcange Schling V Inc to other		to the contract of the contract of	
The Court of the C		Manufactoria 18D Rateout transfers	det and the second	Carlo	
The second secon	6 T APP 201111	KREDOCIAL TOMO/20ml (tender)	Photos in	DOMESTIC CONTRACTOR	March 19 Control of the
THE CASE STREET, STREE	Trans. 2011.014.20001	Adom 10 A 50 (For tonday)	ATTENDED TO	And a second second	Charles of the Control of the Contro
THE CO. LANSING MICH. LANSING	Acres 100 (100 May 200 May 1	PATOSATTON ALON Manday)	Property and the second	and the same of the same of	Salta Line Social Section
Service	& F. DM Z DU L	Environ 250 mm (Environment)	Plant of	BE BY BEBY	Submitted
Section 200 contract to the co	2 1 U.S. 2 USD 1	Zavata 15 (Est Locales)	Photo and	Company of the Compan	AGE: VEN I RESERVED TO THE
COMP CONTRACTOR CONTRA	21.04.2001	Intained 30 (First together)	Owner	THE R. P. LEWIS CO., LANSING	Submitted
	& 1.04. EUUT	1000001 4 (For lender)	Chann	THE RESERVE	Secretary and the second
Carl Mart - converting a secretarion of the converting	21.04.2001	Lodovan 50 /Enr tandast	Person	Market Market	221-12010-000
THE PART CONTRACTOR AND ADDRESS OF THE PARTY	21.09.2011	faundiam 20 (For tendor)	No. of the second	Committee of the second second	
A STREET OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	12.00.2000	Leggeran 50 mg (legger)	Chara	4 2 44 5555	Section 1 to 1 to 1 to 1
JRUGUAY	13.07.2000	Zexale Tab.2.5(tender)	Onco	11.08.2000	Submitted

# DOSSIERS SUBMITTED, FROM FEBRUARY 2002 TO APRIL 2003

WASSESSAUL			TOWNS THE ST
Topolel 4	1	4	18.02.2002
Kemocarh 450	3		04.02.2002
Vinorelpine 10 & 50	1	2	28.02.2002
Damesty BR 266 Damesty BR500 Name 00200 Numer BR400	d	4	06 03 2002
Contractic 75% ( 100 m) Dadionaria 300mol/m) (100ml)	8	6	08.02.2002
Radiopaque 350mgl/ml (100ml)	0.4		
adiopaque 300mgl/ml (40ml)		E CONTRACT	11.03.2002
Magniscan 10 &20 ml			25.03.2002
Hors Aid No & 25 C			F 1 10 5 F C C C C
Vinelbine-10	. 6		18.03.2002
Vinelbing, -50 tringtel - 40 tringtel -100			
Cytarine 8.P. 500 mg Cytarine 8.P. 19			
Kempcarb 450 Radiopagus 300 (40 ml)	2	. 2	25.03.2002
Innotet-100	5	5	29.03.2002
Cutarine -100 Vinelbine-10 Vinelbine-50 Intaxel -260			
ADRIM 10 mg ADRIM 50 mg EVTOSID 100 mg	8	. 8	15.63.2002
EN/OFF LL 250 over James L KEM/OPLAT 10 mm			
MEMORIAT SO MY SCARTE 2.5 MY MORE SEARCE SO MY	9	3	18 03 2002
	104		
KEMOCARB 450 mg	40	4	02 02 2002
an DAXOTEL 20 & 80	- 10 mm	-	78 06 2002
Pamilos 90	-1		28.06.2002
Topotel 4 trinotel 100 mg Daxotel 20 880 mg	3	- 1	19.07.2002
Intaxel 30		- III	12.08.2002
lotated 100			13.09.2002
Intaxel 100	1		13.09.2002
Adrim 10	7	10	.08.05.2002
Pytosid 100 mg Leucovorin ini 50 Zexate 50	g	ō.	10.05.2002
Alecard 100 Damoxy caps 500 Damoxy dry syrup			
Davolel 20	5	б	12 04 2002
Transport Co Interest de Investel 200 Tenebel & Removines 50			
Cytatine89 100 500 & 1 am		23	12.07.2002
Envollu 250mg & 500mg amp, Leucovorin Calcium Inj. 3mg Leucovorin Calcium Inj. 15mg Leucovorin Calcium Inj. 50mg Eylosid 100mg Adrim 10m; and 50mg Zexale 50mg			
Mesna injection 200mg Kemoplal (0.5mg)20 &100ml			
Vacantish 180 Kempanis 460	2	2	26.04.2002
Verson's 10mg/20ml	4	4	18.07 2002
Kemoplat 50mg/100ml Zuvate 50mg Zevate 500mg			CHOICE TO SE
Intavel 250			18 07.2002
Zevate 50		and the same title	26.04.2002
Adrim 10 850	6 ,	12	03.08.2002
Fytosid 100 Intaxel 30 ,100 &260 Kemocarb 150 &450			
Adrim 10 850		12	21.09.2002
Fylosid 100 Intaxel 30 ,100 &260 Kemocarb 150 &450 Kemocarb 20 mi8100mi Zevate 50 &15			100 000 000
Fiundia 250mo &500mo (Vlats)		2	19 06,200
Stage 3	4	б	16.04.2007
INTAXEL 250MG VINORELBINE 10MG AND 50MG			
7FYATE-500MG		1515	24.04.200
CENTRE AT ANOTHER AND S FOR INC.	Usi care in the		30.04.200
	Radiopaque 350mgl/ml (100ml) adiopaque 300mgl/ml (40ml) Magniscan 10 \$20 ml Back Aid 5g & 25 g Vinelbine-10 Vinelbine-50 trinctel - 40 trinosel -100 Cytarine 8 P. 500 mg Cytarine 8 P. 1g Kemocarb 450 Rediopaque 300 (40 ml) Innotel-100 Cytarine -100 Vinelbine-10 Vinelbine-50 intaxel -250 ADRIM 10 mg ADRIM 50 mg FYTOSID 100 mg FYOFLU 250 mg (amp.) KEMOPLAT 10 mg KEMOPLAT 50 mg ZEXATE 2.5 mg tablets ZEXATE 50 mg KEMOPLAT 10mg/20 ml FIVOFLU 500 mg(Amp.) KEMOCARB 450 mg an DAXOTEL 20 & 80 Pamilos 90 Topotel 4 Winolet 100 mg Daxotel 20 &80 mg Intaxel 30 Intaxel 100 Adram 10 Cytarine 8P 100, 500 &1g Fivoflu 250 & 500 mg ampoute Fytosid 100 mg Leucovorin inj 30 Zexate 50 Zexate tablet 2.5 mg Alecard 50 Alecard 50 Alecard 50 Daxotel 20 Daxotel 80 Innotes 40 Innotel 100 Topotel 4 Empurine 50 Cytarine8P 100, 500 & 1 gm Fytosid 100mg & 500mg amp. Leucovorin Calcium Inj, 50mg Fytosid 100mg & 500mg amp. Leucovorin Calcium Inj, 50mg Fytosid 100mg Adrim 10m; and 50mg Zexate 50mg Zexate 15mg Vinorelbine Inj, 10mg &50mg Mesna Injection 200mg Kemocarb 150mg and 450mg Kemopat 50mg/100ml Zexate 50mg Zexate 50mg Zexate 15mg Vinorelbine Inj, 10mg &50mg Mesna Injection 200mg Kemocarb 150mg and 450mg Kemopat 50mg/100ml Zexate 50mg Zexate 50mg Intaxel Inj, 30, 100mg & 260mg Kemocarb 150mg and 450mg Kemopat 50mg/100ml Zexate 50 &13 Adrim 10 &50 Fytosid 100 Intaxel 30, 100 &260 Kemocarb 150 &450 Kemoplat 20 mll&100ml Zexate 50 &13 Adrim 10 &50 Fytosid 100 Intaxel 30, 100 &260 Kemocarb 150 &450 Kemoplat 20 mll&100ml Zexate 50 &15 Fivodio 250mg &500mg (Vlats) Stage 3 INTAXEL 2500MG VINORELBINE 10MG AND SOMG	Radiopaque 300mg/ml (40ml) sdropaque 300mg/ml (40ml) Magniscan 10 &20 ml Back Aid 5g & 25 g Vinelbine-10 Vine	### ### ### ### ### ### ### ### ### ##

SINo Country	Products	No. of	No. of	Dossier
29 Malaysia	Part II of stage 3 Kemoplat Injection Ling/ml	GOSSIEIS	products	sent on
30. Moracco	Kemoplat 50mg/50ml Emetra 4 & Bing Bleomycin for inj. 15 units	1	. 1	17.07.2002
St. C. 1. 11 11 12 (2) 16 1	Friedrick 4.0 may be an accommodate to the second s	and the second second second		OR BE SEAL
32. Nepal	Emetra 4 & Bing Bisconycin for Inj. 15 units	. 2	3	12 07 2002
POST TO SERVICE AND SERVICE AN	Non-real TO one	market and transport and the second	Control of the Contro	THE RESIDENCE
35Sri Lanka	FOI Re- (appetration	-1	2	27 05 2002
	Tinavate Solution USP Damosy Dry Surger Do	_5=	δ	12.08.2002
36. Sutan	Alexin Dry Syrup BP Alexin 250 Alexin 500			
vo sugari	ADRIM 10MG			
27 75-11	FIVOFLU 250MG ampoule KEMOPLAT 10MG/20ml		.3	18.04.2002
or reasond				
38Inailand	Vindreibine 10 &50 Zezale 500 Strox 250	- 1	.2	26.04.2002
39 Sri Lanka	Strox 250 Strox 500		1	Oct 2002
	200x 500	2	2	09 10 2002
40. Singa pore	Wrone old the way was			
41Venezueta	Cutating sportages	1	2	
42Afghanistan	Chieffy Mark Con 2	-1-	3	20 40 00
STATE OF THE PARTY OF THE	FivoRu Vials 250 & 500 Fylosid 100mg Kemocarb 150 &450	9	19	28.10.2002
	Fylosid 100mg Kemocarb 150 &450	or or other states	7£	02.11.2002
	Kemoplat 10/20 850/100ml Zavete 50 County 40			
43 Sn Limka	The second service and the second sec			
Add to the Children	Alocard 25, 50& 100(re-registration) Alernex 120 & Alernex 180 Elernex Zonate 2.5	Marian Committee	Va	U. ASSESSMENT OF STREET
44. Burkina Faso	Alernex 120 & Alernex 180 Elernex	100	G	Nov. 2002
45 Marking P850	Zexate 2.5 Ledoxan 50	102	28	
45neadives	Tinavate Cream	cSrc	2	21.11.2002
20 M	Tinavate Solution Aterand 25 Aterand 45 Aterand 55		5. HI	22.11.2002
46. Nepai	loscan 300 & 370 ( 50 & 100 m) for both eterosity			
48 Maidives	Alberta description	- 1	2	AR DAY MALL
49Philippines	Daxolel 2D 880	3.5 mm		11.12.2002
50Philippines	Re-registration	1	2	13.12.2002
1	Gynatam Tablets 10 & 20 mg Mesna Injection 200 Adrim Injection 10 & 50 me Evinski Injection 200	. 5	8,	16.12.2002
51 (RAQ	The appearant and a Silly mit (America)			
ar	Legokan Injection, 200	22 (2)	27	
	particle Injection			
52. IRAQ	Empurine Tablets			
		5		7 12 2002
	Ceucovorin Calcium Injection USP 15mg			56
es ooyanmar	Vinelbine - 10 Vinelbine - 50	F		
	Vinelbine – 50	22	H-10-1-1-2	3.12.2002
14. Malaysia	Oocetaxel Injection 20mg and 80mg Topolel Injection 4mg and 2.5mg			
	Topolei Injection data and 3.5	2	mura 2	7.12.2002
5. Peru	Topolei Injection 4mg and 2.5mg Leucovovin Calcium Injection USP 50mg Mesna Injection 200mg	Tr. mirror		
	March Miles	2	9	0.12.2002
6. Jamaica	Irinotel 40& 100			V. 14.2002
Secure of the se	Zevale 15 Ptop 7	4		5.04.2002
7. Venezuela	Zexate 15 &500 Empurine Gynatam 10 &20 mg		THE HILL	3.07.2003
	- Nemopiai 10 and 50 (1 molei)	3 -		TWOCONO
8Mexico	Irinotel 40 & 100 Topotel 2.5 & 4		2	7.01.2003
State of the same	Vinelbing 10 & 50	6	20 80	120000000000
	10ml vial Cytarine 100 mg 500 mg and 1 m Years to 20	· ····································	·0	2003
	100ml, 10ml and 50ml			- 89

SINo Country	Products	No. of dossiers	No. of products	Dossier sent on
59. Kazakhstan	Fylosid 100 Kemocarb 150 & 450 Zexate 15 & 50 Kemoplal 10 & 50 Adrim 10 & 50	6	12	07.02.200
50 Colombia	Vinelbine 10 & 50, Fivoflu Vials 250 &500 Cylarine 100 mg, 500 mg & 1g frinctel 40 & 300 Leucevorin Calcium Injection 3, 15 and 50m mesns	7.7	13	02,2003
61 El Salvador	Vinefbine 10 & 50	10	19	10.03.200
62 Zimbabwe	Cytagge 100 mg	7	4	37 03 200
63 Russia	Daxote120 &80		3	27 03 200
	Daxotel 20 &80			
55 Ukraine	Daxotel 20 & 80 tripotel 40 & 100	2	4	18 04 2005
AA Et Getkettöt	Daxoiei 20 680	1	4	00 04 0000
A STATE OF PERSONS ASSESSED.		The state of the s	SCALE TO CONTRACT TO SERVE	DO DA DOORS
58, Sri Lanka		2	9	23 04 200

SCHEDULE 'C'
Schedule of immovable property of Demerged Undertaking

SI No	Particulars			
1.	Injectible unit 19, HPSIDC Industrial Area, Baddi 173 205, Disti Solari, Himachal Pradesh			
2.	D-35, Industrial Area, Kalyani, Disti Nadia 741 235, West Bengal All that land admeasuring 16 9439 acres lying and bearing Plot No. 35 in Block O. in the fownship of Kalyani Sub- Division, Kalyani. Triana Kalyani, Sub-registration Office Kalyani in the District of Nadia and butted and bounded in the manner following that is to say:  On the North: By 80 ft wide Road On the East. By Plot No. 38/D On the South: By 60 ft, wide Road On the West: By 60 ft, wide Road			
13.	Plot No 11, Echelon institutional, Sector 32, Gurgaen, Haryana			
4.	3 Factory Road, New Delhi Bounded by the North by proposed 30' wide road Bounded by the South by plot of Mrs Gonwanti Devi Bounded on the East by 75' wide road Bounded on the West by S. Gurcharan Singh's Plot No: 4			
5.	Flat No 321, Petr Hall, Mumbai			

<sup>\*</sup> Omitted vide Court order of: 22-09-98

### SCHEDULE II

SCHEDULE OF ASSETS OF M/S DABUR INDIA LIMITED (The Transferor Company) to be transferred to and vesfed in M/S DABUR PHARMA LIMITED (The Transferee Company)

#### PART-I

A short description of the freehold property of the Transferor Company

- Injectible unit 19, HPSIDC Industrial Area, Baddi 173 205, Disti Solan, Himachal Pradesh
- Plot No. 11, Echelon Institutional, Sector 32, Gurgaon, Haryana

#### PART-II

A short description of the leasehold property of the Transferor Company

D-35, Industrial Area, Kalyani, Distt Nadia 741 235, West Bengal - All that land admeasuring 16.9439
acres lying and bearing Plot No. 35 in Block D, in the township of Kalyani Sub-Division, Kalyani, Thana
Kalyani, Sub-registration Office Kalyani in the District of Nadia and butted and bounded in the manner
following that is to say:

On the North By 80 ft wide Road

On the East By Plot No. 36/D

On the South By 60 ft. wide Road

On the West: By 60 ft. wide Road

3 Factory Raod, New Delhi - 110029

Bounded by the North by proposed 30' wide road

Bounded by the South by plot of Mrs. Gunwanti Devi

Bounded on the East by 75' wide road

Bounded on the West by S. Gurcharan Singh's Plot No.4

Flat No 321, Petit Hall, Mumbai

#### PART - III

A short description of all slocks, shares, debentures and other charges in action of the Transferor Company: Illustrative list of movable assets

111, 400, 000 Equity shares of 10p each fully paid up of Dabur Oncology Plc representing 100% of the paid up equity share capital (share certificate No. 9, 10 and 11)

Particulars	Net Book Value as on
	March 31, 2003
	(Rs in crores)
Inventories	47.17
Sundry Debtors	24.74
Cash and Bank Balances	16.63
Loans and Advances	6.31
Total	94.85
	Cash and Bank Balances Loans and Advances

## Illustrative list of movable assets

#### LIST OF PHARMA TRADE MARKS REGISTERED IN FOREIGN COUNTRIES

SLNo.	Trade Mark	Country	Regn. No.	Class	Regn.Date	Valid up to
1	Intaxel	Negal	. 11435/052	5	25.03.1996	25.03.2010
2	intaxel	Tholland	284543	5	26.04.1995	26 04 2005
3	Intaxel	Indonesia	356643			07.04.2005
4	Intaxel	South Korea	338783	10	30.04.1996	30.04.2005
5	Intaxet	Sri Lanka	.75240	5	07.08.1995	07.08.2005
6		China	. 1002846	5.,,	14.05,1997	14 05 2007
7	Intaxel	Czeck Republic	198762		25.08 1995	25 08 2005
8	Intaxet	Slovak Republic	197047	5		28 08 2005
9	Intaxel	Turkey	165442	5	06.12.1995	06 12 2005
10	totaxel		102497	5	. 22.12.1995	
11	Intexel	South Africa				
12	Intaxel	Kenya	43739	5,	11.01.1996	
13	Intaxel	Russia	161240	5	08.08 1997	08 OB 2007
14	Datritax	South Africa	098/08507		20.05.1998	20.05.2008
15	Kemocarb	Therand	. Kor 101041	5	11.09.1998	11 09 2008
16	Ledoxan	Thailand	Kor 92219	5	11.09.1998	11.09.2008
17	Adnm	Thailand	Kor 92220	5	11.09.1998	11.09.2008
18	Fytosid		Kor 92221	5	11.09.1998	11.09.2008
19	Flyoflu		The second secon	5	11.09.1998	11.09.2008
20			Kor 148279	5	29.03.2001	29 03 2011
21						29.03.2011
22	Gynatam		Kor 148281	5	29.03.2001	29.03.2011
23	fgamide					
	Irinotet			The second secon		29 03 201
	Empurine	The Contract of the Contract o	234888	security of security second		29:03:201
26	Zexale - 50 Dabor	Thailand	Kpr 152691	5		24 03 201
27				5		24 01 201
	Kemoplat	Brazil	820745910		11 09 2001	11.09.201

## LIST OF PHARMA TRADE MARKS PENDING FOR REGISTRATION IN FOREIGN COUNTRIES

SI.No.	Trade Mark	Country	App. No.	Class	App Date
1:	Intaxel	Malaysia	95/01640	5	24.02.1995
2	Intaxet		105116	5	
3	Intaxet			5	
4	Fylosia	Brazil	820745928	5	15.05.1998
5	Kemopiat	Thailand	Kar 101142	5	11.09.1998
	Zexate	Thailand	369492	5	11.09.1998
7	Kemoplat		4-1998-06630		
8	Kemocarb		4-1998-05635		
9	Ledoxan			5	THE PERSON NAMED IN COMPANY OF THE PERSON NAMED IN
10	Adrim		4-1998-06534	5	02.09.1998
11	Fytosid	Philippines	4-1998-06523	5	02 09.1998
12	Fivofiu		4-1998-06621		02.09.1998
13	Zexate		4-1998-06632	5	02.09.1998
14	Gynatam	Philippines	4-1999-04399	5	21,06,199
15	Intaxet	Bangladesh		5	19.08.199
16	Fivollu	Costa Rica	114260	5	07.06.1999
17	Zexate				22.05.1991

SI.No.	Trade Mark	Country	App. No.	Class	App Date
18	Kemoplat	Costa Rica	114446	5	22.06.1999
19	Gynatam		114445	6	
20	Daxotel	Thailand	449833	5	29 03 2001
21	Zexete	Brazii			Wei 125-250-000000
22	Erwetra	Philippines	4-2002-00572	5	· · · · · · · · · · · · · · · · · · ·
23	Emetra	Malaysia	2002/01669	5	11.02.2002
24	Erietra	Singapore	102/000598		03.01.2002
25	Emetra	Sri Lanka	106327	-5	07 01 2000
26	Cytaring	Philippines	4-2002-02077	4	15 04 2002
27	Empuring	Philippines	4-2002-0297B	4	15.04.2002
28	Hydab	Philippines	4-2002-02070		15.04.2003
29	Daburex	Mexico		4	
30	Daxotel	,Mexico		4	
3.1	Kemocarb		=		
9.2	Kemocara				
33	Kemoplat	Paris	<u>"=                                    </u>		
14	Ledoxan				
	Adrim				
				5	
36	Fytosid	Peru	m — mw	5	CONT. (T. )
37	Zexate	Peru		5	
38	intaxel	Peru			
	Gynatam			5	
40	Topolei	Peru		5	
11,	Fivofiu	Peru	—	5	
42	Daxotel	Colombia	03017492	5	28.02.2003
43	Daxotel	Trinidad & Tobago		5	
44	Daxotel	Belarus	20030105	5	22 01 200
15	Daxotel	Macau	N/10932		27 01 200
16	Daxotel	Costa Rica			manufacture of the second
17	Dexotel		01376/2003	- 6	27 01 200
48	Daxotel	Myanmar		5	
49	Daxotel	Russia	2003701220	E.	22.01.200
50	Davotel	Sri Lanka	140004	A	47 42 200
44	Davotei	Turkey	/ 10004 /	······································	17.12.200,
20	Devotel	Ukraine	00000101101		
	Daxotel	Ukraine	200221211178/	5	26.12.200;
	Daxotel	Venezuela	—	5	
54	Daxotel	Vietnam	4-2003-01175	5	25.92.2003
936	Daxotel	Chile		5	
DD	Ubcetal	Peru	—	5	
	Adenex	Brazil	—		
58	Adrim	El Salvador		5	man constitution
59	Daxotel	El Salvador	—	5	1111111se==+
50	Inlaxel	El Salvador		5	
31	Vinelbine	El Salvador			Section 1
52	Kemocarb	El Salvador		5	
53,	Fytosid	El Salvador		5	
54	Kemocarb	Vietnam		5	
65	Kemoplat	Vietnam		5	
56	Ledoxan	Vietnam		- 6	100 miles
57	Cytarine	Vietnam			
69	Fytosid	Vietnam		5	
70	Fivifly	Vietnam		A	
71	spamide	Vietnam		••••••••••••••••••••••••••••••••••••••	
73	Zexale	Vietnam		A SOCIAL	
74	intaval	Vietnam			
175 mm	CONT. MINOR SERVICE DE L'ON DE L'AUTONNI DE	Violitam	The state of the s		

## LIST OF PHARMA INDIAN REGISTERED TRADE MARKS

SI. No.	Trade Mark	Regn. No.	Class	Regn. Date	Valid up to
1	Dryza	475434	5	17 07 1987	17 07 2088
9	Timavale	479548	5	07.10.1987	07 10 2008
9	Alterment	479847	THE PROPERTY OF THE PARTY OF TH	07.10.1987	
	Discounts	479548	55	07.10.1987	07.10.2008
5	Debcilin	470557	5	07.10.1987	07.10.2008
6	Strox	481403	5	20.11.1987	20.11,2008
4	Discount	404449	5	15.07.1988	15 07 2009
0	Muchin	499444	5	27.09.1988	27.09.2009
0	Cotonii	428974	5	25.10.1984	25.10.2005
*0	Dhaumatil	437392	5	06.05.1985	05.05.2006
11	Zoood	563852	5	16.12.1991	
12	Grojopte	475431	5	17.07.1987	17.07.200B
19	Cameron	475435	5	17.07.1987	17.07.2008
14	Manaldid	475436	5	17.07.1987	17.07.2008
15	Damox	475438	5	17.07.1987	17.07.2008
16	Dahov	475439	5	17.07.1987	17.07.2008
47	Buspar	477816	5	03.09.1987	03 09 2008
*0	Enkaid	£779+7	5		03.09.2008
10	Cheste	470545	5	07.10.1987	07.10.2008
19	Frontic	470540	5	07 10 1987	07.10.2008
20	Pronoc	470551	5	07.10.1987	
21	Boncio	479301		07.10.1987	07 10 2008
22	Gescape	4/9552		07.10.1987	07.10.2008
25	Gescole			07 10 1097	07 10.200B
24	Oinate			07.10.1987	07 10 2008
25	Dabexin	479555	III D	07 10 1987	07 10 2008
26	Ultracef	479556	······· 3 ··········	07.10,1987	OD 10 2008
27	Gritinea	479639		09.10.1987	10.02.2008
28	Do - Do	487217		10.03.1988	10.03.2009
29	Daxcel	487219		10.03.1988	+0.03.2009
30	Panalove	487219		10.03.1988	04.05.2009
		490495	5		04.05.2009
32	Grogain	490496		04.05.1988	12.00.2002
33	Rantaid	495915	5	12.08.1988	12.00.2004
34	Okedo	496672		26.08.1988	25.00.2009
35	Bopernex	498453	5	27.09 1988	13 06 2003
36	Netidip			29.08.1989	20 00 2003
37	Vytee	515919		29.00.1909	12 10 2003
38	Quinostat	518269		12.10.1909	
39	Microneg	519045		27.10.1989	27 10 2003
40	Danizol	519047		27.10.1989	27 10 2003
41	Cesadroxii	519048	5	27.10.1989	14.05.2004
4.*	Fruiral	531498	5	14.06.1990	
45	Whotral	573954	5	25.05.1992	4 - 08 2000
4-1	Wycide	579051		11.08.1992	11.00.2000
45	Vidistal	579052		11.08.1992	11.00.2006
200	C	670059		11 08 1992	11.08.2006
4.7	Dilling	590740	5	12.02.1993	12.02.2007
A 42	SC extend of the	502118		20:07.1993	The second of the second of
40	W - Henril	630390	5	08.06.1994	08.05.2006
60	Paniar	632800	5	04.07.1994	04.07.2008
	And the second section is	632803	5	04 07 1994	04.07.2008
8.79	Contus	641445	5	28.09.1994	26.09.2008
6.9	Designed	641446	The second secon	28.09.1994	20.09.2001
	Tourist	641448	5	28.09.1994	28.09.200
6.5	Adlam	841449	5	26.09.1994	28.09.2000

# LIST OF PHARMA INDIAN PENDING TRADE MARK APPLICATIONS

SI. No.	Trade Mark	Application No.	Class	App. Date
1	Livit !	454537	5	22 05 1988
2	Ulgel	475433	6	17.07.1987
3	Ašexin	488851	6	31.03.1988
4	Ecopnin	519044	5	27 10 1000
5	Livfit - Label	547087		13 03 1991
D.	SO LOW	556998		40.00.000
7		556238	30	09.00.1991
8	Colestran	555731	29,000	09 08 1991
9		574081		25 07 1000
10	Yestat	574082	5	27.07.1992
11	Honitus	577232		17.05.1992
12	Septidine _	579054	6	11.07.1992
13	Taxol	605182	6	07.09.1992
14	Stresscom	608200	4	07.02.1903
15	Fechew		- 6	05 17 1005
16		613285	8	03 12 1993
17.		644195	5	27 10 1001
18	Indaxel	617521	5	24 01 1994
	- Hinfaxel	617522		24.01.1994
20	Hindaxel		5	24.01.1994
21	Intaxol	644196	5	27 10 1994
22	Inioxat		5	27 10 1004
23	Lactonic	621814	<u> </u>	11 01 1004
24	Lactonic - Label	638152	6	25.05.1004
25	Lipistal	626089	4	27.04.1994
26	Diamet		5	22 04 1994
27	Tricawin		5	31 03 1004
28	Ulcinorm	624056	- 5	31.03.1004
29	Adrim	630392	The second second	08.08.1994
30	ipamide	530396	5	DS DE 1994
31	Alenod.	630394		08 06 1994
32	Retiriod	630395		JIS 06 1994
33	Bemocin		5	06.06,1994
34	Zexate	632805	5	04 07 1994
35	Adoxim	532806	5	04 07 1994
38	Ledoxan	632802	5	04 07 1994
37	Fytosid		5	04 07 1994
38	Daboxan	632801	5	04 07 1004
39	Fivafiu	636130	5	05.08.1994
49	Wotam		5	05 08 1994
41	Seredal	641447	5	28 00 1004
42	Precort	647672	5	02 12 1004
43,	Dexasone	647687	5	02 12 1004
44	Betnal	647671		02 12 1994
45	Betnal - S		5	02 12 1994
46	Refelab	647670	ß	02.12.1994
4/	Kelolen		5	02.12.1994
48	Cotrizol	647686	5	R2 12 1006
49	Cimetol	647665	5	02.12.1994
50	Oxytron	647669	5	02 12 1994
51	Povisept	648315	5	09.12.1994
92	Migralan	649543	5	22.12.1994
53	Serotrip	649545	5	22.12.1994
54	Oabsprin		5	22 12 1994
55	Curamig	653931	5	31.01.1995
56	Migranorm	653930	5	31.01.1995
57	Inacticel	670547	5	26 06 1995
58	Camptotel	829746		-02 ** 1000

SI. No.	Trade Mark	Application No.	Class	App, Date
59		679518	5	08.09.1995
60	Maganeg	584750	5	27.10.1995
61	Aleract	591041	5	18.12.1995
62	Radiopaque	702538	5	21 03.1996
63	Clorizok	718454	5	10.06,1996
64	Daxotel	718455	5	10.06.1996
65	Eskinase	720032	5	27.06.1996
66	Contrastin	762104	5	10.06.1997
67	Magniscan	762105	6 *	10:06.1997
6.8	Resync	765787	5	05.08.1997
69	Gvnatam	792436	5	23.02.1998
70	Kemocarb	792437	5	23.02.1998
71	Topotel	794071	5	10.06.1998
72	Eternes	805505		10.06.1998
73	Hydab	800312		28 04 1998
74			5	20.05.1998
75	Empurine	802927	5	20 05 1998
76	Dahitas	802925	5	20.05 1998
77	Alemay	835889	. 5	08.01.1999
7.5	No. or of	864171	- 5	06.07.1999
	Cycloset		5	08.06.1999
f 9	tariotae	860764	4	11.06.1999
80		867333	5	22 07 1999
51	Deviceds	877656	5	22 09 1999
82	ROXISON	879136		30.09.1999
83	Flucostat	907545		03.03.2000
84	Ininglei	926787		23 05 2000
85	Amtocan	926788	2	23.05.2000
86	Patrious	938875	5	12 07 2000
87	blia sible a	948125		15.08.2000
88		1001608		04.04.2001
		1001610		04 04 2001
90	Harmoni	1001610		04 04 2001
91	Peronon	1001609	5	04.04.2001
	Catagles	986977	5	30.01.2001
93	Daniel	986978	5	30.01.2001
94	Dabiit	986976	R .	30.01.2001
95	Dipiip	986975		30.01.2001
96	Lesiroi	965974	E.	30.01.2001
			5	08.03.2003
98	Strox 72	1003192		12.04.200
99	Phytolad	1003 192		12.04.2001
100	Immunotit	1003193		12.04.200
101	Ocufit	1003194		12.04.200
102	Gastrofit	1003195	5	12 04 200
103	Cardiofit	1003196	5	
104	loscan	1018787		20.00.200
105	Menapin	1020442		20.00.200
106	Gynacor	1020443		26.06.200
107	Mifeprel	1020444	5	26.06.200
4DB	Ovupin	1020445		26.06.200
109	Artrex	705491		02.05.199
110	Artrex - Carton	800641		
111	Fencile	1033950		02.08.200
112	Gynatrop	1035316		08.08.200
113	Buserel	1051482	5	11.10.200
114	isofit	1051480	5	11.10,200
115	Fytosov	1051481	5	11.10.200
448	Emales	1057273	5	07.11.200
119	annon Editera a	1068385		19 19 900

SI. No.	Trade Mark	Application No.	Class	App. Date
118	Surviy	1066386	5	12 12 2004
119	Praca	1066387	5	12 12 2001
120	Sinofit	1066384	4	12 12 2001
121	- SITIOCUTE	1086183	5	12.12.2001
122	Tiborel		5	12 12 2001
123	Estrofit	1068009	E :	19.12.2001
124	Ostepht	1068389		19.12.2001
25	Trozel	1059417	5	20,12,2001
26	Alernex Distab	1069722		26.12.2001
127	Gingiya	1059721		
28	Celorel	1078048		27 12 2001
29	Volick	1078114		04,92,2002
30	Revas	1078115	2	
31	Anthracin 1	1097432		04 02 2007
32	Gestofit	1103597		22.04.2002
33	Thalis	1103596		09.05.2002
34	Oslegset	1103880	0	09 05 2003
35	Oxitan	1141164		10 05 2002
36	Echoscan	1141168		04.10.2002
37	OncOuest	1157457		04.10.2007
38	Flutrox	1155805		
39	Temorem	1199003	5	10.01 2003
40	Cladrim			
41	Zyloes		5	COMMITTEE STATE
42	CONTRACTOR OF THE PROPERTY OF			termine (75)
43				
	Buoro			
45	Osteolio			
	- 10 A CANADA - 11111111111		TINE \$	1111-1111-1-172
47	Ovinen	4105776	5	
48	Entring	1195776 1195777	5	01.05 2003
40	Caro C.	1195/7/	5	01.05.2003

## DETAILS OF GRANTED PATENTS

St. No. Title	Country	Patent No.	Date of gran
<ol> <li>Hepatoprotective compositions and composition for Treatment of</li></ol>			
<ol> <li>A Combined plant Coagulate Composition, Process for manufacture Thereof and uses thereof.</li> </ol>			
<ol> <li>A Combined plant Coagutate Composition, Process for manufacture thereof and uses thereof</li> </ol>	Sri Lanka	12390	27.11.2001
<ol> <li>Novel compositions of Taxane and Taxane Derivative and Process for manufacturing thereof</li> </ol>			
<ol> <li>Use of Betulinic Acid and its Derivatives for inhibiting cancer growth</li> <li>and a method of monitoring this</li> </ol>	USA	6048847	11.04.2000
6 Anti Angiogenic Activity of Betulinic Acid and Its Derivetives	USA	6228850	08.05.2001
/ Use of Betulinic Acid Derivatives for inhibiting Cancer growth	USA	6214814	10.04.2001
8 Anti Angiogenic Activity, of betulinic acid and its derivatives	USA	6403816	11 06 2002
9 Extracting Betulinic Acid from Zizi Phus Jujuba	USA	6264999	24 07 2001
10 Process for leolating 10-Descetyl Baccatin-III	USA	6214482	25.00.2000
11 Process for the isolation of 14-B-Hydroxy-10-Deacetyl Baccatin-III	EPO	1010697 B1	71 10 2001
12 Process for the Isolation of 14-8-Hydroxy-10-Deacetyl Baccetin-III	USA	6002024	14 12 1000
13 Novel Packtaxel Analogues having Anti Cancer activity	USA	8395771 B1	28.05.2002
14 VasGactive Intestinal Peptide Analogs	USA	5459297	03 12 2002
15 Somatosiatin Analogs for the treatment of Cancer	USA	6316414	13 11 2001
<ol> <li>A novel process for preparing Herbal Galactogogue composition</li> </ol>	Sri Lanka	12497	14 12 2001

St. No.: Title	Country	Patent No.	Date of grant
<ol> <li>A novel composition for treatment of Drug Resistant Bacterial Infection and a method of treating Drug Bacterial Infections</li> </ol>	Sri Lanka	12434	2111.2001
18 An antiangiogenic drug	USA	6492330	10.12.2002
<ol> <li>Formulations of Pocktaxet, its derivatives or its analogs entrapped in to nano particles of polymeric micelles, process for prepairing same and use thereof.</li> </ol>	U9A	6365191	21.09.2000
20 Novel Betwinic and derivatives, processes for preparing such	100	200:03616	
<ol> <li>Formulations of Pocktaxet, its derivatives or its analogs entrapped in to nano particles of polymeric micetes, process for prepairing same and use thereof</li> </ol>	Aneyo (Iba) Iso (Ia	6322817	
22 — A process for isolation of 10-descelly/baccationIII from recoverable part of a plant taxus species	Australia	753086	23 01 2003

## DETAILS OF PENDING PATENTS

SI,No.	Title	Country	App. No.	Date of App
1	Hepatoprofective compositions and composition for Treatment of	European	EP0890360 A1	15 01 1999
	conditions retated to Hegatilis B and E Infection	Patent		
9	Herbal composition for the treatment of Bone Melabolic Disorders	India	574/DEL/2001	15.05.2001
	and a process by its preparation			
3000	A process for the preparation of a Synergistic Herbal Composition	India	573/DEL/2001	15.05.2001
	in the treatment of Bone Metabolic Disorders			
4	A Combined plant Coagulate Composition, Process for manufacture	India	340/DEU2000	. 28.03.2000
	Thereof and uses thereof			
5	A Combined plant Coagulate Composition, Process for manufacture	Malaysia	P1 20011403	27.03.2001
	Thornel and uses thereof			
6	A Herbel composition and process for the manufacturing of such	tnois	344/DEL/2000	28.03 2000
	composition for Guneralagical Disorders			
7	A Herbal composition and process for the manufacturing of such	Malaysia	PI20011404	27.03.2001
	composition for Conscolneiral Disorders			
8	A Herbal composition and process for the manufacturing of such	Russia	2001108465	27.03.2001
	comparation for Guerostopical Disorders			
9	A Herbel composition and process for the manufacturing of such	USA	09/819828	23.03.2001
	composition for Gynecological Disorders			
10	A Novel process for preparing Herbat Galactogouge composition	India	.702/DEL/2001	25.06.2001
11	A Novel composition for treatment of Drug Resistant Bacterial Infection	India	1260/DEL/1899	11.09,1999
	and a method of treating Drug Resistant Bacterial Infections			
72	A Novel composition for treatment of Orug Resistant Bacterial Infection	USA	9/662809	15.09.2001
	and a method of treating Drug Resistant Bacterial Infections			
13	A Novel composition for treatment of Drug Resistant Bacterial Infection	PCT	_ PCT//NOC/00099	04,10,2000
	and a method of treating Drug Resistant Bacterial infections			
14	A Novel composition to treat Hepatrito B virus infection	india	797/DEL/1996	15.04.1996
16	A process for production of Taxus Plants through lissue culture Invitro	India	708/DEL/2001	26.06.2001
16	Mehtod for Agrobacteriummediated Transformation of Taxus SP. Callus	India	709/DEL/2001	26.05.2001
	College Colleg			100
17	A process for purifying Polyethoxylated Caster Oil	india	29/Del/2002	16.01.2002
整 自	A formulation containing improved Polythoxylated Castor Oil	and and a	" SMIDHIERAR	190.401.45499
19	Novel composition of Taxarie Derivative and process for manufacturing	I India	931/Del/1999	30.06.1991
	Novel composition of Taxane Derivative and process for manufacturing			
	Use of Betulinic Acid and its Derivatives for inhibiting Cancer growth and a method of monitoring this.			
200,000	Use of Betulinic Acid and its Derivatives for inhibiting Cancer growth and a method of monitoring this			
23	Use of Betwinic Acid and its Derivatives for inhibiting Cancer growth and a method of monitoring this	Israel	126345	15,03,199

24 Attl. Ancionene activity of Residence	Country	App. No.	Date of App
	India	2195/Del/1998	09 09 1999
The second secon	Caminta		09 09 1999
		19990017495	09 09 4009
	India	932/Oel/1000	30 06 1999
derivatives and its use for Cancer growth inhibitors		995/Deb 1888	30.06.1999
29. Novel Betuinic Acid Derivatives, Processes for preparing such derivatives and its use for Cancer provide implication.	AZUS	N0/42400F	THE PARTY OF THE P
derivatives and its use for Cancer growth inhibitors		Ogra31905	02 11 1999
30 Novel Betuinic Acid Derivatives Processes for processes	DOT	DOTEMBRIDA	25202024-0026
derivatives and its use for Cancer growth inhibitors		- 4-C (MADBA0002 "	17.11.1999
31 Novet Betulinic Acid Derivatives, Processes for preparing such derivatives and its use for Cancer growth inhibitors	En.		MONTH OF HIS SEC.
derivatives and its use for Cancer growth inhibitors	- FF	999647696	18.03.1998
oc loaver menunic Acid figning Anti Angiognapic activity, programme	W MATHEMATINE	respective to the	
	10013	N.A	18 03 1998
#330GIRED ANDIDOPRESIS			
33 Novel Betuinic Acid having Arte Anglogenic activity, processes	Part I	12211000000	
	PCI	PCT/IN99/0043	09.09.1999
PROCESSE ANDIDOGOSS			
34 Novel Process for the isolation of Bountain Ball I	HWATER	TVICORUMNICATIONYCHT	
35 Process for isolating 10-Descript Reception III	PCT	INDO//00019	29.02.2000
35 Process for isolating 10-Deacetyl Baccatin-III Process for isolating 10-Deacetyl Baccatin-III Process for the isolation of 14-B-Hydroxy-10-Deacetyl Baccatin-III	India	2193/Del/1998	07.09.1999
37 Process for the isolating of 14 D. Marie	PCT	PCT///N99/00041	07.09.1999
37 Process for the isolation of 14-B-Hydroxy-10-Deacetyl Baccatin-III	India	2194/Dal/1988	15.12.1998
38 Process for the isolation of 14-B-Hydroxy-10-Deacetyl Baccatin-III	EPO	99890/2613	15 12 1998
Novel Pacitiaxel Analogues having Anti Cancer Activity     Novel Pacitiaxel Analogues having Anti Cancer Activity	OTW	522/Del/2000	19 05 2000
40 Novel Pacitiskel Analogues having Anti Cancer Activity  41 Radiolabeled Vasoactive Intestinal People Analogs by Diagnostic	PCT	PCT/INOCMIGGZ4	03.00.2000
41 Redictabeled Vascactive Intestinal Peptide Analogs for Diagnosis	USA	00/620612	31.07.2000
and therapy		- VERUZ 3032	31.07,2000
42 Radiolabeled Vasoactive Intestinal Peptide Analogs for Diagnosis	PCT	UEOD/DOGS.	
and therapy		. USOO/20074	18.02.2000
43 Vasoactive Intestinal Peptide Analogs	WWW.000.00	72000 C 2000 C C	
44 Vasoactive Intestinal Peptide Analogs	Mestaysta	P120012467	18.02.2000
45 Vasoective Intestinal Poptide Analogs 46 Bombesin Analogs for the treatment of Cancer	PCI	USOO/630335	18.02.2000
45 Bombesin Analogs for the treatment of Cancer 47 Bombesin Analogs for the treatment of Cancer	Argentina	PO10102426	18.02.2000
47 Bombesin Analogs for the treatment of Cancer	_Argentina _	PO0102428	24.02.2000
47 Bombesin Analogs for the treatment of Cancer 48 Bombesin Analogs for the treatment of Cancer	USA	. 09/630333	31.07.2000
48 Bombesin Analogs for the treatment of Cancer  49 Substance P Analogs for the treatment of Cancer	PCT	USOO/20873	24.02.2000
49 Substance P Analogs for the Insalment of Cancer  50 Substance P Analogs for the treatment of Cancer	Malaysia	PI20012471	31.07.2000
50. Substance P Analogs for the treatment of Cancer 51. Substance P Analogs for the treatment of Cancer	Argentina	PO10102429	31.07.2000
51 Substance P Analogs for the treatment of Cancer 52 Radiolabeled Vasoactive Intestinal Peolide Analogs for Misessele and	USA	09/629642	31 07 2000
<ol> <li>Radiolabeled Vasoactive Intestinal Peptide Analogs for diagnosis and threapy</li> </ol>	. Malaysia	P120012468	18 02 2000
sittapy co marry			14.42.2000
<ol> <li>Radiotabeled Vasoactive Intestinal Peptide Analogs for diagnosis and</li> </ol>	Amentina	P0101012426	40 An esse
Inreapy	or in grant and in the	20101012423	10.02.2000
54 Substance P Analogs for the treatment of Cancer	PCT	HONOMARK	
55 Somatostatin Analogs for the treatment of Cancer. 56 Somatostatin Analogs for the treatment of Cancer.	Maturein	USUW/20075	31.07.2000
56 Sometostatin Analogs for the treatment of Cancer	Canada	P120012457	31.07.2000
57 Samalostatin Analogs for the treatment of Carcer	Canada	2385910	31.07.2000
57 Sometostatin Analogs for the treatment of Cancer 58 Sometostatin Analogs for the treatment of Cancer	Argentina	PO10102424	31.07.2000
59 Somalosialin Analogs for the treatment of Casses	PCT	USOO/20872	31.07.2000
50 Novel peolides for the treatment of Course	Philippines	1-2001-01294	31.07.2000
60 Novel peptides for the treatment of Concer 61 Novel peptides for the treatment of Concer	India	N.A.	NA
61 Novel peptides for the treatment of Cancer  62 Novel peptides for the treatment of Cancer	USA	09/630345	31 07 2000
62 Novel peptides for the treatment of Cancer 63 Novel peptides for the treatment of Cancer	Malaysia	PI20012458	31.07.2000
63 Novel peptides for the treatment of Cancer 64 Novel peptides analogs for the treatment of Cancer	PCT	USOD/20876	31 07 2000
64 Novel peptides analogs for the treatment of Cancer	PCT	USDOIDT	10.02.3000
<ol> <li>Method and composition for Solubilization of Pentacyclic triterpones, particularly Betulinic Acid and its demantives.</li> </ol>	USA	09/802205	08.02.1059
particularly Betulinic Acid and its derivatives			00.03.2001
56 Method and composition for Solublization of Pentacyclic trisonome.	PCT	1182002400440	-30 900 W-000
particularly Betulinic Acid and its derivatives	1.00	0320020091091	11.05.2000
67 Prodrug approach to a mixture of Rio active contide	V23V51	SERVICE CONTRACTOR	755-900 (A-C-F)
67 Prodrug approach to a mixture of Bio active peptide	ingia	1022/Dec/2002	08.10.2002
89 A drug comprising peptide analogs for the treatment of Cancer	PCT	N.A.	13.12.2002
of the comprising penage analysis for the tentiment of the			

St. No. Title	Country	App. No.	Date of App
70 Anti Cancer activity of Carvediol and its Isomers		10/238992	10 09 2002
71 Anti Cancer activity, of Carvedilol and its Isomers	PCT	PCT/US82/28794	
72 Multivalent Synthetic veccine for Cancer		10/211994	
73 Multivalent Synthetic vaccine for Cancer	PCT	US02/24561	
74 Peptide Combination for the treatment of Cancer	EPO	EPO835682	29.06.2001
75 Peptide Combination for the treatment of Cancer	PCT	PCT/US01/120775	
수도 하는 그 그 그들은 회장으로 열 전에서 아직전이 있다면서 내 없어도 되어 있다면서 하는데 되었다고 하는데 아직이 없어지네요. 그는데 되었다면서 되었다면 하다 하는데 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	USA	60/302637	
77 Anti Cancer activity of Methylglyoxal and its Imino Acid Conjugates	PCT	PCT/US02/20753	
78 An oral formulation of Alpha-Ketosidehyde for Human use		10/187422	
79 An oral formulation of Alpha-Ketoaldehyde for Human use	PCT	US02/20656	
80 Cyclopentenone derivatives for Cancer Therapy	USA	10/309754	
81 Cyclopentenone derivatives for Cancer Therapy		IN/02/004239	
82 Prodrug approach to a Mixture of Bio active Peptides		10/186226	
83 Method for treating Cancer using Beluinic Acid rich Herbal Extract			
84 A Drug Comprising Peptide Analogs for the treatment of Cancer	USA	10/320321	23 12 2002
85 A pharmaceutical composition for the treatment of pathological		641/Del/2000	
conditions arising out of excessive profileration of cells and a process	1114112	14 P D B 1 2 0 0 0	17.01.2000
for the proparation of thereof			
86 A new drug for the treatment of Cancer	Carrie	9467430	08 40 4505
87 A new drug for the treatment of Cancer	CDO.	00000010 0107	00 10 1990
RE A new drug for the treatment of Canasa	LIES.	90309012-2107	. 08. 10. 1996
86 A new drug for the treatment of Cancer	USA	01007/0	08.10.1996
89 A new method for establishing cell lines from turnor biopsies	Canada	2193752	16.08.1996
90 A new method for establishing cell lines from tumor biopsies	USA	5744363	13:12:1996
91 An antiangiogenic drug	EPO	EP1150700	11.02.1999
92 An antiangiogenic drug	PCT	USDD:03559	11 02 1999
93 An antiangiogenic drug	Avstratia	AU 2991200	11.02.1999
94An antiangiogenic drug	USA	64992330	11.02.1999
95 A process for the preparation of Pharmacoutical formulation of into		US00/25914	17.02.1999
polymeric micelles nanoparticles for the treatment of Cancer Poclitaxe		orale stray out suit at	100000000000000000000000000000000000000
96 A process for the preparation of Pharmaceutical formulation of into polymeric miceties nanoparticles for the treatment of Cancer Pocitiaxe	ıl		
97 Vasoactive Intestinal Peptide analogs	USA	6489297	31.07.2000
98 Novel peptide analogs for the treatment of Cancer	USA	. 09/248382	. 11.02.1998
99 Process for the preparation of Pacifiaxel Tri Hydrate & Docetaxel Tri Hydrate	Thailand	80554	03 03 2003
100 A process for preparing (4s, 5R)-3-(3 substituted prop-2-Ynyloxy)-2, 2	11.000000000		
Distributed -4-(substituted Phenyt)-5-Oxazoficine Carboxylic Acid	India	562/Cal/2000	25 09 2002
101 Method of preparation of Pacitiaxel (Taxol) using 3 ALK-2-Ynyloxy			
Carbonyl-5-Oxazolidine Carboxylic Acid	PCT	PCT/IN01/00020	20 02 2001
102 Method of preparation of Paclitaxel (Taxol) using 3-ALK-2-Ynyloxy	IISA		
Carbonyl-5-Oxazolidine Carboxylic Acid		496,91,840,850,000,000	0.9.15900.8990.1
103 Process for Paclitaxel Perilication	India	305/Cal/2001	24 05 2003
104 Method of preparation of Anti Cancer Taxane using 3-(substituted-2	India	269/04/2002	07.05.2007
Trialkysilyl) Elhoxy-Carbonyl)-5-Oxazolidine (Carboxy Lic Acid)			
105 Method of preparation of Anti Cancer Taxanes using-3-Trihaloacetyl-5 Oxazolidine Carboxylic Acid	India	268/Cal/2002	07.05.2002
106 Artil Cancer Taxanes such as Pacitaxel Docetaxel and their sinyclural	India	294/C=I/2052	10.05.2002
analogs and a method for the preparation thereof	THE STREET	Kantoanewac IIIIII	10.05.2002
107 Process for the preparation of Pacitiaxel Tri Hydrate & Docataxel Tri	India	COTYC-MOCOD	46 42 2002
Hydrate			
108 A process for the preparation of Taxane Baccatin III and 7-0 protected	India Baccatin		13.07.2001
109 Process for the preparation of Taxones such as Pacitaxet, Docetaxet		60/311077	10 08.2001
and sinclurally similar Analogs			
110 Process for punification of Pacitianel and Docetaxel	USA	60/353995	. 05.02.2002

## PHARMACEUTICAL PRODUCTS LIST - REGISTRATION STATUS FROM 1992 TO JANUARY 2002

Name of the Country	Date of request	Name of the Products,	Category	Date of	Status
ALBANIA				submission	
		Ulzol			Submitted
BANGLADESH	22 12 1007	Intaxer 30 mg	Onco	11.06.1996	Registered
BANGLADESH	22 12 1007	Davotel 20	Onco	100,000,000,000	Registered
BANGLADESH	22 12 1002	2 DELICON 00	Onco		Registered
BANGLADESH	22 12 1007	Welliocayo 15 mt	Onco	28.04.1998	Registered
BANGLADESH	08 05 100e	Zexale hi 50 mg	Onco	28.04.1998	Registered
BANGLADESH	08 05 1000	National Page 213 Fig.	Onco	04 08 1998	Submitted
BANGLADESH	08.85 1998	Zevele by 15	Onco	04 08 1998	Submitted
BANGLADESH	08 05 1998	Fivolu 250	Onco	04.08.1998	Submitted
BANGLADESH	08 05 1008	Elvely see	_Onca	04.08.1998	Submitted
BANGLADESH	08.05.1008	Frank see	Onco	04 08 1998	Submittee
BARBADOS	17.05.1007	C Troops 100 mg	Onco	04.08.1998	Submittee
BARBADOS	13.05.1007	Anthon	Unco		Registered
BARBADOS	30 09 1998	Ledoxan, Gelwell Pharmaceuticals	Non-Once		Registered
BARBADOS	07 01 1000	Buo.	Onco	10.05.1999	Submitted
BARBADOS	D1 D4 1000	BHPL Fylosid (1980)	Non-Onco		Submitted
BELARUS	08.04.1999	Fylosid (USP)	Onco	24 05 1999	Submitted
BELARUS	00.01.1996	Adrim 10 Adrim 50	Once		Submitted
BELARUS	08.01.1998	Adrim 50	Onco		Submitted
BELARUS	08.02.2004	Zexate Tablet	Onco	03.09.1998	Submitted
BELARUS	00.02.2000	Intaxel 30	Once	17.02.2000	Submitted
RELARUS	08 02.2000	Inlaxel 100 mg	Onco	17.02.2000	Submitted
BELARUS		Kemocarb 150	Onco	07 04 2000	Submitted
BELARUS	03 02 2000	Kemocarb 150	Onco	07.04.2000	Submitted
RELABUS		Kemoplat 10	Once	07.04.2000	Submitted
RELABUS	03.02,2000	Kemopial 50	Onco	07 04 2000	Submitted
RELABIIC	03.02.2000	Fytosid 75	Onco	07 04 2000	Submitted
DEL ADUS	03.02.2000	Zexate 15	Onco	07.04.2000	Submitted
RELADUS	03.02.2000	Zexate 10	Onco	07 04 2000	Submilted
BELVIOR	03.02.2000	Fivelly 500	Onco	07 04 2000	Submitted
BELARUS	03.02.2000	Fivoliu 500	Onco	07.04.2000	Submitted
BELARUS	03.03.2001	Daxotel Injection 20 mg.	Onco	28 05 2001	Submitted
BELARUS	03.03.2001	Daxotel Injection 80 mg	Qncc	28.06.2001	Submitted
RELARUS	03.03.2001	Vinelbine Injection 10 mg	Onco	20.09.2001	Submitted
BOTSWANA	03,63,2001	Vinelbine Injection 50 mg	Onco	20 09 2001	Submitted
BOTSWANA		Supplier Registration Form 1999		24 07 1999	Submitted
BOTSWANA		Advim 10	Onco	09.08.1999	Submitted
BOTSWANA		Adrim 50 Zexate 50	Onco	09.08.1999	Submitted
BRAZIL	06 08 1996	Tarana and the same and the sam	Onco	09 08 1999	Submitted
BRAZIL	06 08 1000	Adrim 10 mg	Onco	19.09 19961	Registered
BRAZIL	AND AN ARCHITECTURE AND	- 7 total and Go and a constitution of the con	Cinen	A PER PRINT A PRINTER	Registered
BRAZIL	06.08.1005	- versipped by my	: Onco	19.09.1996	Registered
RAZIL	06 08 1006	Kemoplal 50 mg Fylosid 100 mg	Orica	19 09 1996	logniumed
BRAZIL	06 08 1006	Zovota 60 mg	Onco	19 09.1998	Registered
RAZIL	06 0A 1996	Zexale 50 mg 8500	Onco	_ 19 09 1996	Registered
BRAZIL	06 08 1996	Tamosias Tata 25	Onco	19 09,1996 1	Registered
BRAZIL	05 08 1006	Interval 20	Onco	19.09.1996	Registered
RAZIL	06 08 1996	Zanala se	- Onco	19.09.1996	Registered
RAZIL	18 02 1992	College 15 mg	_Onco	19.09.1996 3	Submitted
IRAZIL	13.05.1997	followed.	Non-onco	T. Tressecutioning	Suhmitted
RAZIL	30 09 1000	lohexal	Non-onco	24.06.1997	Submitted
RAZIL	13 06 1007	lohexat 350	Non-onco	05.10.1999	battimdus
IRAZIL		Cipitolitoxaciri Tableta 500 mg	Non-Dara	24 05 4007	ubmitted
BRAZIL 2	21.04.1000	Fluconazole	Onco		ubmitted
RAZII 2	21.04.1998	Zexate Tabs 2.5 mg	Onco	11 08 1998	uhmitted
Street, W. L. Harrison, Co., London,	- C1:04:1998	Fivefly Inj. 250 & 500 mg	Onco	11.08.1998 6	inhmittee

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
RRAZII 2	21.04.1998	Ledoxan Tabs 50 mg	Onco	11.08.1998	Submitted
BRAZE 2	21.04.1998	Ledoxan Inj. 200, 500, 1 g	Onco	11.08.1998	Submitted
DDA7II	08 11 2008	Kemocarb 150 & 450 mg	Onco		Submitted
DPAZII.	08 11 2000	Daxolel 20 580 ing	Onco	29 03 2001	
DPA 211	05.11.2000	Cytarin BP 500mg		12.04.2001	Submitted
				18,04.2901	
CANADA	21.04.1998	Intaxet			
CHILE	05.06.1997	Mesna	Adjuvani		Submitted
CHILE	05.06.1997	_ Tamoxilen 10	Onco	mc - country	Submitted
CHILE	04.01.2000	Cisplatin 10 mg/20ml	Onco	20.09.2000	Submitted
CHILE	04.01.2000	Cisplatin 50 mg	Once	30 09 2000	Submitted
CHILE	04.01.2000	Adrim 10 mg	Onco	17:02:2001 _	Submitted
CHILE	04.01.2000	Adrim 50 mg	Onco	17.02.2001	Submitted
CHILE	04.03.2000	Fytosid 100 mg	Onco	08 05 2000	Submitted
Still 2	04.01.2000	Fivoliu 250 mg	Once	20.002000	Submitted
SHILE		Fivolu 500mg	0100	30.002000	Cohmitted
CHILE	04 01.2000	Prioriu Soumg	Onco	00 05 2000	Conmittee
сницЕ	04.01.2000	Gynatam 20 mg	Unco	00.03.2000	- Submilled
CHILE	04.01.2000	Intaxel 30	Once	08 05 2000	Submitted
CHILE	84.01.2000	Docetaxel 20	Onco	08.05.2000	Submitted
CHILE	84 01 2080	Docetaxel 80 mp	Onco	08.05.2000	Submitted
CHRE	04 01 2000	Inamide ini 1 om	Onco	08 05,2000	Submitted
CHILE	04 01 2000	Leucovorin 3, 15 &50 mg		08.05.2000	Submitted
CHRE	04.01.2000	Empurine Tab 50 mg	Onco	08 05 2000 :	Submitted
CHILE	04 01 2000	Zexate inj 50 8500 mg	Onco	08.05.2000 .	Submitted
CHIE	04.01.2000	Zexate Tab 2.5 mg	Onco	08.05.2000	Submitted
Share	04.01.2000	Topolel 4 mg	Onco	17 02 2001	Submitted
CHILE	04.01.2000	Adrim 10 ing	O-re-	12.05.1000	Denielared
COLOMBIA	23,04,1999	Adrim 10 mg	Onco	42 05 1000	Demistered
COLOMBIA	23,04,1999	Adnm 50 mg	Onco	12.00.1000 10.00.1000	Registered
COLOMBIA	23.04.1999	Fwofiu 250 mg		12.05.1989	Pensioned
COLOMBIA	23.04.1999	Fivoltu 500 mg	Onco	12.00.1999	Registered
COLOMBIA	23.04.1999	Zexate 15 mg	Onco	20.05.1999	Hegistered
COLOMBIA	23.04.1999	Fytosid 100	Onco	20.05.1999	Registered
COLOMBIA	23.04.1999	Kemoplat 10 mg	Onco	20.05.1999	Registered
COLOMBIA		Kemoplat 50 mg	Onco	20 05.1999	Registered
COLOMBIA	23.04.1999	Gynalam 10	Onco	14 06 1999	Registered
COLDMBIA	23.04.1999	Kemocarb 150	Onco	20.05.1999	Registered
COLOMBIA	23.04.1999	Kemocarb 450 mg	Onco	20.05.1999	Registered
COLOMBIA	23.04.1000	Intaxel 30 mg & 100 mg	Onco	12.05 1999	Submitted
COLOMBIA	22.04.1000	Zexate 50 mg	Onco	20 05 1999	Submitted
COLOMBIA	23,04,1998	Daxolel 20 mg &80 mg	Onen	20.05.1999	Submitted
COLOMBIA	22,04,1999	Daxous 20 mg add mg	Onco	14 00 1000	Submitted
COLOMBIA	23,04,1999	Zexate 2.5 mg	Onco	14 06 1060	Rubmitted
COLOMBIA	23.04.1999	Leooxan 50 mg	Gred	*4 05 4000	Cubmillion
COLOMBIA	23.04.1999	Gynalam20	Onco	14.05 1999	Submitted
COLOMBIA	23.04.1999	Ledovan 200, 500 mg & 1 gm	Onco	08.07.1999	Submitted
COLOMBIA	23.04.1999	Hydab 500mg	Onco	17.09.1999	Submitter
COLOMBIA	23.04.1999	Empurin 50 mg	Onco	17.09.1999	Submitted
COSTA RICA		Fytosid 100	Onco	14.12.1999	Registered
COSTA RICA	11 10 1999	Zexate Inj. 50 mg		14.12.1999	Registerer
COSTA DICA	11 15 1000	Zexale Tablet 2.5	Once	14 12 1999	Registered
DOSTA PIGA	11.10.7999	Intexel 30 mg	Onco	16.12.1999	Registered
COSTA MICA	11.10.1999	Intaxet 50 mg	Dece	14 12 1000	Registere
COSTA RICA	11.10,1999	andsor roo mg	0000	14 12 1000	Registere
COSTA RICA	11.10.1999	Fivofiu 500	Onco	14 12 1999	Registere
COSTA RICA		Ledoxen Tablet 50		14.12.1999	Registere
COSTA RICA	12,09.2000	Kemeplat Injection 10mg			Registere
COSTA RICA	01.08.200	Kemocarb 150	Onco	22.08.2001	Submitted
COSTA RICA	01.08.200	L Kemucarb 450	Onco	22 08 2001	Submitted
COSTA RICA	11.10.1999	Gynatem 20	Onco	14.12.1999	Submitted
COSTA RICA	30.01.199	1 Fivoflu 250	Onco	31.07.1998	Submitted
		Ledoxan Inj 200	Dage	21.07.1008	Carbon Hillian

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Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
COSTA RICA	25.05.1998	Ledoxan Inj 500	Onco	31.07.1998	Submitted
GUSTA MICA	25.05.1998	Ledovan ini to	Clare	24 22 4224	
COSTA RICA	12 09 2000	Cytarin Inj. 100 mg	Oneo	31 07.1998	Submitted
COSTA RICA	12 09 2000	Leucovorin Injection 50mg	Unco	13.04.2001	Submitted
CZECHOSŁOVAKIA	18,99,2000	Maxel	Adjuvant	13 04 2001	Submitted
DUBAI		Gold Lowcal (Aspartame Tablet)	Unco		Submitted
DUBAI	THE PERSON NAMED IN	Don Cont.	Non-Onco		Registered
DEIBAI	T 110000000	Diet Salt	Non-Onco	(= T + w ii +	Registered
					Registered
CONG (FERRIGIES PRINCIPALITY)	15.02.1999	Fivefill 250 mg	Craca		White Charles and the Control of
ECOS (Easierii Candoean)	15.02.1999	Zoxate 50 mg	Onco	iii —	Provided sample
every (cestari caudolisti)	10.02.1999	Ledokan 50 mo	Coce		WELLING AND AND CONTROL
- AAAA (maalatti mittiddesti)	. 10.02.1999	Tamoxilen tab 20 mo	Onco	CONTRACTOR OF THE PARTY OF THE	Destruction of warming
cond (resign) candosan)	15.02.1999	. Hydab 500 mo	Doce		Description assessed
cerva (esseem canddeau) -	. 15.02.1999	Alexin 250 mg	Mos-Onco		Described services
response to characters of the control of the contro	12.02.1999	Alexin 500 mo	Mon-Cinen		Character of managed a
man tengine, component	12.02.1339	Alecard 50 mg	Non-Once		The average of the area to
ENDO (casiero caribbean)	15.02 1999	Alecard 100 mg	Man-Cinen	220	Characteristical managers
consideration caudossau)	15.02.1999	5trox 250 mg	Non-Onen		Description or make
constitution caudogan) -	15.02.1999	Strox 500 mn	Mon Cines		THE RESERVE OF THE PARTY OF THE
ECDS (Eastern caribbean)	15 02 1999	Norlloxaone tab 400 mg	Mon-Chico	mo To the second	Provided sample
ECDS (Easiern caribbean)	15 02 1000	Hard 20 ms	Non-Unco		Provided sample
ECDS (Eastern carinhean)	15 07 1000	Ulzal 20 mg	Man-Dnop		Provided sample
FCDS /Festern racinbago)	15.02.1999	Empurane 50 mg	Onco		Provided sample
FCDS (Essien cachbase)	15.02 1999	Tinavate Cream	Non-Onco		Provided sample
ECDS (Costern Carriogan)	15.02.1999	Tinavate Solution	Non-Onco	—	Provided sample
cops (Casalin carebean)	15.02.1999	Ranitidine 150 mg	Non-Dnop		Provided sample:
constitution campleau) "	06.05 1999	Ledoxan 50 tab	Onco		Provided sample
LL SALVADUR	02 05 1998	Kemacara 150 mg	Onco	24.09.1988	Submitted
TI SALVADOR	07 05 1998	Kemaplal 10 ing	Onco	24.00 1008	Sutimitted
CL SALVALICING	0.7 (05. 1004)	Ladanae dat 600 mm	G80 0 000	400000000000000000000000000000000000000	Submitted
EL SALVADOR	02:05:1998	Ledgean Tab. 50	Onco	24 09 1998	Submitted
The Control of the Co	U2.05 1998	Daxolel 20 mg	Onco	24 09 1998	Submitted
EL SALVADOR	02 05 1998	Adrim 10 mg	Onco	24.05.1008	Submitted
EL SALVADOR	02:05:1998	Evlorud 100	Corn	24 22 1000	Submitted
EL SALVADOR	02:05 1998	Fivelity 500 mg	Chara	THE PART ASSESSED.	Submitted
T OUT THE COLUMN	02:05.1998	Zexate Inj. 50 mg	Onne	24 00 1000	Submitted
L SALVADOR	02.05 1998	Zexate Teb.	Onco	24.09.1998	1706 COO DUI 1870
L SALVADOR	02.05 1998	Intaxel 30 mg	Ores	24.09.1990	Submitted
L SALVADOR	02 05 1998	Gynatam 10 mg	0900	24.09.1998	Submitted
STONIA/ FINLAND	27 03 1007	Ampiella Constantes	Unco	24 09.1998	Submitted
STONIAL FINE AND	27.03.1997	Ampicitin Capsules 500 mg	Non-Onco	22.4.97, 4.8.97	
STONIAL FINE AND	M- 1007	Cephalexin Capsules 250 mg	Mon-Onco	24.09.1998	Submitted
STONIA FINLAND	May 1997	Norflexacin Tablets400 mg	Non-Onco	24.09.1998	Submitted
	May 1997	Amaxyolfin Cap. 250 mg	Non-Onco	16.06, 1997	Submitted
STONIA FINLAND	May 1997	Amoxycillin Cap. 500 mg	Non-Onco	15.06.1997	Submitted
STONIA FINLAND	May 1997	Ampicitin Capsules 250 mp.	Non-Onco	04 08 1997	Submitted
STONIA FINLAND	May 1997	Omeprazola Capsules 20 mg	Non-Onco	04 08 1997	Submitted
STONIA FINLAND	May 1997	Metronidazole tablets 400 mg	. Non-Doco	04.08.1997	Submitted
STONIA FINLAND	May 1997	Metronidazole lablets 200	Non-Onco		Submitted
STONIA FINLAND	May 1997	Ciprofloxacin tablets 500 mg	Non-Onen	04.08.1997	
STONIA/ FINLAND	May 1997	Ciprofloxacin tablets 250	Mon Once	04.00.1887	Submitted
THIOPIA	30.05.2000	Company Profile	regin-Grido		Submitted
HANA	-0.00.2000	Others 250 Co.	17.	30.08.2000	Submitted
HANA	7 1111 11100-0	Damaky 250 Capsules	Non-Once		Registered
HANA	-101-011-	Alexin 125mg/5ml	Non-Onco		Registered
NAME.		Alexin 250	Non-Onco		Registered
KTIANIA.		Alexin 500	Non-Onco		Registered
HANA		Nuren 200	Non-Onco		Renistered 7
HANA		Nuren 400	Non-Onco		Registered
PIANA		Tinavate cream t% w/w	Non-Orico		Registered
HANA		Ulgel liquid	07313515205550	E / C - S - S - S - S - S - S - S - S - S -	Registered

Name of the Country	Date of Name of the Pro request	oducts Category	Date of submission	Status
GHANA	— Ulger tablet	Non-Onco	- 0	Registeren
GHANA	- Alecard 100	Non-Onco	72	Repustered
UPSARIA	Alecard 50	Non-Onco		Down to to d
GMANA	— Damosy 500	Mag-Onco		Description
GHANA	— — Damoxy syrup 1	ZSmov Smil Non-Onco		Parastared
GHANA	- Tinavate Solutio	n Non-Onco	7	Registered
GHANA	09 11 1999 Fivoliu 250	Opco	01 03 2000	Registered
GHANA	06 03 2000 Fylosid Inj. 100 i	ma Orea	15.02.2000	Registered
HONG KONG	04.01.1995 Intaxel	Core	00 01 1000	Registered
HONG KONG	04 01 1996 Fytosid	Core	08 01 1006	Submitted
HEING KONG	22 07 1996 Ledosan	Onco	24 57 100E	Brookley Street
HUNGARY	- Intavel	Conn		Contracted to the st
RAN 1	07.04.1998 Intaxet Inj. 30 m	o&100 mg Onco		Submitted
RAN 1	15.02.1999 Fytosid inj	Dace	_	Submitted
RAN 2	12.06.2000 Ledoxan inj. 20	0 mg Once	18 12 2000	Submitted
RAN 2	- 12.06 2000 Ledoxan int. 50	0 mg Once	18 12 2000	Kedsmitted
RAN 2	12:06:2000 Ledoxan ini 1 c	om Once	18 12 2000	Submitted
RAN 3	21.09.2001 Intaxet 280mg	Once	34 32 2001	Submitted
RANJ	21.09.2001 Kemocarb 150 n	ng Onco	31 12 2001	Submitted
RAN 3	21.09.2001 Kemocarb 450 e	in Onco	31 12 2001	Submitted
RAN 3	21.09.2001 Kemoplat 10 mg	Onco	31 12 2001	Submitted
RAN 3		Once	34 43 3001	Submitted
KAN 3	21.09.2001 Advim 10	Doco	94 12 2004	Carlo po Maria
RAN 3	21.09.2001 Adrim 50	Doce	31 12 2001	Submitted
KAN 3	21.09.2001 Fivottu 250	Once	24 42 2004	Carte market and
RAN 3	21.09.2001 Fivofiu 500	Onco	31 12 2001	Submitted
RAN 3	21 05 2001 - Cytarine 100 mg	Onco	31 12 2001	Submitted
RAN 3	21 09 2001 Cytarine 500 mg	Onco	31 12 2001	Submitted
RAN 3	21 09 2001 Cytarine 1g	Onco	31 12 2001	Submitted
RAN 3	21.09.2001 Zexale 15	Onco	31 12 2001	Submitted
RAN 3	21.09.2001 Zexate 50	Onco	31 12 2001	Submitted
RAN 3	21 09 2001 Daxotel-20mg	Dago	21 61 2002	Submitted
RAN 3	21 09 2001 Daxotel-80mg	Onco	24.0+.2002	Submitted
RAN 3	21.09.2001 Leuro-Ca Inj. US	ID Same Administra	21.01.2002	
RAN 3	21 09 2001 Le .co-Ca Inj. US	SP +6mm Adjuvant	74 61 7002	Submitted
RAN3 =	21.09.2001 Leuco-Ca Inj. US	or rong	21 01 2002	Submitted
RAN 3	21.09.2001 Mesna Injection	or suring Adjuvani	21.01.2002	
PAN 9	23 00 2001 Wesn's Injection	A0juvani	21 01 2002	Submitted
PAN 3	21.09.2001 Innote! Injection 21.09.2001 Innote! Injection	40mg Onco	21.01.2002	
RAN 3	21 09 2001 Innotes Injection	100mg Once	21 01 2002	Submitted
RAN 3	21.09.2001 Vinelbine Injects	On Turng Onco	21 01 2002	Submitted
RAN 3	21.09.2001 Vinelbine Injecti	on sumg	21.01.2002	Submitted
PAN 3	21.09.2001 Topotel Injection	1 2 amg	21.01.2002	Submitted
74N 3	21.09.2001 Topotel Injection			Submitted
PAN 2	21.09,2001 Empurine Tabs.	Onco	21.01.2002	Submitted
26 N 2	21 09 2001 Gynalam-10 Tab	5Onco	21.01.2002	Submitted
PAN S	21 09.2001 Gynatam-20 Tab	5Orico		Submitted
NAME OF THE PARTY	21.09 2001 Ledoxan Tabs	Onço	21.01.2002	Submitted
NAME OF THE PARTY	21.09.2001 Zaxate Tabs	Onco	21.01.2002	Submitted
5AQ	Dec 1997 Company Profile	E	in - management	Registered
SAU	15.12.1997 Atecard 50	Non-Onco	08.01.1998	Submitted
RAQ	15.12.1997 Alecard 100			Submitted
RAQ	15.12.1997 Damoxy 250	Non-Once	08.01.1998	Submitted
RAO	15.12 1997 Damoxy 500	Non-Once	08 01 1998	Submitted
RAG	15.12.1997 Damoxy OS	Non-Onco	08.01.1998	Submitted
RAQ	15 12 1997 Nuren 200	Non-Dinco	08 01 1998	Submitted
RAQ	15.12.1997 Nuren 400	Non-Onco	08 01 1998	Submitted
RAQ	15 12 1997 Alexin 250	. Мол-Олсо	08 01 1998	Submitted
OAR	15 12 1997 Alexin 500	Non-Onco	00.01.1000	Submitted

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
IRAQ	15.12.1997	Dabcilox 500	New March	77.10.20.10.00.00	198.0 PT 18170
IPONQ	15:12:1997	Dahellov DS	Activities of the control of the con		Submitted
IRAQ	24.07.1998	Strox 250	Non-Onco	08.01.1998	
IRAO	24 07 1998	Strox 500	Non-Onco		Submitted
IRAO	24 07 1998	Temporary 40	Non-Onco		Submitted
IRAQ		Tamoxilor 10 Tamoxilor 20	Onco		
IRAQ		Vermoides 20	Once		Submitted
IRAQ		Kemoplat 20 ml	Onco	107 - HILLING	Submitted
IRAQ		Kemoplat 100ml	Onco		Submitted
IRAQ		Adrim 10	Onco	- W	Submitted
IRAO	24.07.1000	Adrim 20	Onco	II; —	Submitted
IRAO	24.07.1890	Fytosid	Once		Submitted
IRAO	24.07 1998	Fivoflu 250 mg	Onco	-	Submitted
RDAEI	24 Ur. 1890	Zexate Tablet 2.5 mg	Onco		Submitted
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NAME OF TAXABLE PARTY OF TAXABLE PARTY.	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	Adhes 10 mes	Dece		Registered
the passing of Principles Continued for the Cont	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	AMBOON SO man	April 19 miles and the second		
ACCRETATION	June 1997	Entered 100			
A CONTRACTOR OF THE PERSON NAMED OF THE PERSON		Demonial Sit ma	C. E. State Section 1		THE RESERVE OF THE PARTY OF THE
and developed a supplied and the property of the supplied of	THE RESERVE AND PARTY OF THE PA	Internet Act our	Charac		to the second of the second
AND ASSESSMENT OF PERSONS ASSESSMENT ASSESSM	THE PARTY OF THE P	FIVERU 5 ml	Charac		The state of the s
the state of the s	JUDE THEFT	Jevale 50 me	The second second		
JAMAICA	June 1997	Gynatain 10	Onco		Registered
Co. 41 hour out Print, it was a print to the contract of the c	THE PARTY OF THE P	Kemncara 150 ms	The second secon		and particular properties and the property of the particular and the p
JAMAICA	02 05 1998	Ledoxan Tab.	Unco		Submitted
IAMAICA	09.05.1008	Ladovan 200 for a c	Onco	46	Submitted
IOBDAN	09.03.1000	Ledoxan 200 ,500 mg & 1 g	Onco	T. T. Companies	Submitted
IORDAN	09.03.1999	Intaxet inj. 30mg	Onco	04.10.1999	
IOROAM	06.03.1999	Intaxel inj. 100mg	Onco	04 10 1999	Registered
Short there was no married that the contract of	uo.uJ.1999	Ewolly in 250mo	Finals.	M. R. W. M. CONTRACT	Registeren
IODOWN	08.03.1999	Fivofiu Inj.500mg	Onco	04.10.1999	Registered
CAPTER CONTRACTOR	06.03.2000	- Adrim Ini 10 ma	Commo	10 2002	Submitted
Second Section of the second second		Adrim Ini 50 mg	Once		Cartan Control
CONTRACTOR OF THE PARTY OF THE	06.03.2000	Evtosid 100 mg	Conn	10 0000	William Indiana
SECRETARY OF PERSONS ASSESSED.	TALLY TARRY	Liocetaxel Int. 70 Ago	Charles		Design to the Control of the Control
AUTO INTO THE PROPERTY.	PADV. 1997	lotaxet ini 30 mg A 100 mg	Conn		Of the section of the
A SECULATION AND A PROPERTY OF THE PERSON NAMED IN COLUMN TWO IN COLUMN	TADA TADA TATA	Fylosid by 100	Chara		William Control
SCHOOL SECTION AND ADDRESS.	THOY INNY	Casplatin Ini 10 Asc	Conn		■ C.29 (3) (5) (5)
SCHOOL STATE OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF	PADV. 1997	Adom to 10 ASO	Charles.		Harrison Company
Stand S. B.C. S. Adversor von a construction of		- Pouten (Sel	Non-Core		Submitted
GENYA	+	Zenad 60 Tablets	Non-Once	T	
KENYA		Zenad 120 Tablels	Non-Onco		Registered
ENYA		Ulgel lab			Registered
ENVA		- Myst Mr.	Non-Onco	III STATE THE	Registered
ENVA		Ulgef liquid	Non-Onco		Registered
Chry		Alecard 25	Non-Onco		Registered
ENTA		Alecard 50	Non-Onco	==	Registered
SEPRITOR OF COMPANY OF THE PERSON OF THE PER	CONTRACTOR OF STREET		Non-Daen		On the Steer of
ENYA		Alecard D	Non-Onco		Desistant
CIVITY	white Theorem continues	Zenad Suspension	Non-Corn		Charles Co. b.
L10199	manage - Commence - Co	Orvza-SF Expectorant	Non-Doco		Registered
Spirit at Late Commercial Commerc		Gelacidate Labs 250 mp /lcid table)	Non-Core		Consistence
ENYA		Cefadrosil Cana 500 mo	Non-Open		Programme and the
94/15 F J 75		Alexin 250, 500 & OS	Mose Cores		4.4
ENYA		Unityle Oral rehydration salt	Non-Core		Registered
ENYA		Durox Caps 20 mg	Non-Onco	- F. SHIR V	Registered
ENYA	24.07.1996		Our Publica	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Registered
	THE RESERVE AND ADDRESS OF THE PARTY OF THE	Intaxel 30 & 100	120CD	27 15 1000	STREET, STREET

		91		100	
		61			
Name of the Country	Date of request	Name of the Products	Category	Date of aubmission	Status
KENYA	24.07.1996	Kemoplat Inj.	A27.07		Maria de la compansión de
KENYA	09.01.1998	Adrice to 2mg/ml	Once	27 11 1996 18 03 1998	Registere
KENYA	15.02.1999	Zexate Injection 50	Onco	20 07 1999	Registere
KENYA	15.02.1999	Kemocarb	Onco	20.07 1999	Registered
KENYA	11.11.1993	Dabclin Caps	Nan-Onco	20.07.1999	Submitted
KENYA	11:11.1993	Oabelin Dry syrup			Submitted
KENYA	11.11.1993	Damoxy Caps 250 mg	Non-Onco		Submittee
KENYA	11.11.1993	Damoky Dry Syrup			Submitter
KENYA		Co-IrimoxazoleTablets	Non-Onco		Submitted
KENYA		PaediatricCo-trimoxazoleSuspension _	Non-Doca		Submitted
KENYA	7	Dabblex Caps	Non-Onco		Submitted
KENYA		Datroloxinjection	Non-Onco		Submittee
KENYA			Non-Dinco	-time	Submilled
KENYA	- A		Non-Onco		Submitted
KENYA		Strax 500 Tabs	Non-Onco		Submitted
KENYA		Celadroxil Tabs 500 mg	Non-Onco		Submitted
KENYA	20.04	Celadroxil Dry Syrup DS250 mg/ 5ml	Non-Onco	III	Submitted
KENYA	09 01.1998	Daxolel 20 &80	Onco		Submitted
KOREA	12.05.1999	Fivelly 250 &500	Onco	20.07 1999	Submitted
LITHUANIA	26.03.1000	Inlaxel Ulzel	Onco		Submitted
MACAO	08 10 2001		Non-Onco		Submitted
MACAO	08 10 2001	Intaxel 30	, Onco	17.01.2002	Submitted
MACAO		Intaxel 100	Onco	17.01.2002	Submitted
MACAO	08 10 2001	Intaxel 260 mg	Onco	17.01.2002	Submitted
MACAO	08 10 2001	Davotel 80mg	Onco	17 01 2002	Submitted
MACAO	08 10 2001	Adrim 10	Checo	17.01.2002	Submitted
MACAO	08.10 2001	Adrim 50	Onco	17 01 2002	Submitted
MACAO	08.10.2001	Contrastin (60 %) 20ml	Mes Cons	17.01.2002	Submitted
MACAO	08 10 2001	Contrastin 76% inj. 20ml	Non Unco	17 01 2002	92 SU MATHE 7
MACAO	08.10.2001	Contrastin 76% inj. 50 ml	Non Unco	17.01.2002	Submitted
MACAO	08.10.2001	Contrastin 76% inj. 100 ml	Non Onco	17.01.2002	Submitted
Charles and the second second second second	08 10 2001	Cytarine RP100me	Owner	AT THE SHOPE	Suhmitted
MACAO	08.10.2001	Cytarine BP 500 mg	Onco	17.01.2002	Submitted
MACAO	08.10.2001	Cylarine BP 1g	Onco	17.01.2002	Submitted
MACAO	08.10 2001	Fivofiu 250 vial	Onco	17.01.2002	Submitted
MACAQ	08 10 2001	Fivefly 500 vial	Onco	17:01.2002	Submitted
MACAO	05.10 2001	Fylosid 100	Onco	17 01 2002	Submitted
SERVICE STREET		Irinotel 40 & 100 mg	Onco	17.01.2002	Submitted
HEROGRAD THE		Kemorach 150	Owner.	47 54 5556	Submitted
Ontroday	08.10,2001	<ul> <li>Kemoniat 10mo/20ml &amp; 50mo/100ml</li> </ul>	Onco	17 04 2002	Submitted
A C C C C C C C C C C C C C C C C C C C	UG. 10. 2001	Laucovorine 15 mg	Adjustment	17 01 2002	Submitted
CHEST CONTRACTOR OF THE CONTRA	08 10 2001	Leucavariae 3 ma	Adharman	19 01 2502	March Street, London,
nary Grid.	08.10.2001	Leucovorine 50 mm	Administra	17.01.0000	Submitted
George Community of the		_ Mesna 200	Adjuvant	17 01 2002	Submitted
HEID COLOR	06 10 2001	Radioosque ini 260mn/ml 10 ml	Non Onno	17 na mage	en
		Radiopaque inj. 300mg/ml, 10ml,1	Non Onco	17 01 2002	Submitted
		Radiopaque inj. 350mg/ml, 20ml, 50ml & 100ml			Sobmitted
MACAO		Topotel 2.5 & 4 mg	Onco	17,01,2002	Submitted
MACAO	08.10.2001	Vinelbina 10 8.50 mg	Onco	17.01.2002	Submitted
MACAO	08:10:2001	Zexate 15	Onco	17.01.2002	Submitted
MACAO	08.10 2001	Zexale 50	Onco	17.01.2002	Submitted
MADAGASCAR	18.05 1996	Dabcillin 250mg ,500mg	Non-Onco	The second second	Submitted
MADAGASCAR	18,05,1996	Danking 250ing , 500 ing	Non-Onco		Submitted
MADAGASCAR		Ulget Tab grange	Non-Onco		Submitted
MADAGASCAR	18.05 1996	Cotri 480 Ing	Non-Onco		Submitted

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
MADAGASCAR	18 05 1996	Paracetamor 500 mg	Nonethern		Submittage
MADAGASCAR	(8 US 1996	Tetracyclin 250 mg	Non-Finen		Sommittee
	18 05 1996	Indoniethacin 25 mg	Non-Onco		Summitted
MADAGASCAR	18.05.1996	Metronidazole 200 mg Tabs	Man-Daco		
MADAGASCAR	18.05.1996	Williamin C. 500; was access to be	Mon-Onco		Submitted
MADAGASCAR	18 05 1996	C.P.M. 4 mg Tabs	Non-Class		Submitted
MALAWI	10.05 1995	Dabolin Caps 250 mg	New Press		Submitted
MALAWI	10 05 1995	Dabcilin Dry syriqi	NON-DINCO	- 19.07 1995	Registered
MALAWI	10 05 1995	Damasy Dry Syrup	Man-Onco	19 07 1995	
MALAWI	10.05 1995	Dampey (250 may	Non-Unco	19.07.1995	Registered
MALAWI	10.05 1995	Damosy (250 mg)	Non-Onco	19.07 1996	Registered
MALAWI	10.05 1005	Alecard 50 mg	Non-Onco	19.07.1995	Registered
MALAWI	10.00 1989	Uliger lablet orange flavour	Non-Onco	19.07.1995	Registered
MALAWI		Metronidazole	Non-Onco		Registered
MALAWI	40.05.000	ludometh9cm	Non-Onco		Registered
MAL AWAII	10.05.1995	Dabolin Caps 500 mg	Non-Onep	19.07 1995	Submitted
MALAWI	10.05.1995	Dabcilox (500 mg)	Non-Onco	19 07 1995	Cultimatera
MALAWI	10.05.1995	Dabeilox Dry Syrup.	Non-Onco	19 07 1995	Submitted
MALAWI	10.05 1995	Damoxy (500 mg)	Non-Cinco	19.07 1905	Submitted
MALAWI	10.05 1995	Alecard 25 mg	Non-Orico	19 07 1995	
MALAWI	10.05 1995	Alecard 100 mg	Non-Onco	10.07.1995	Submitted
MALAWI	10.05 1995	Oryza Expectorant	Non-Oreco	19.07.1995	Submitted
MALAWI	10.05 1995	Alexin (500mg)	- Mou-Duco	19.07 1995	Submitted
MALAWI	10.05 1006	Alexin (500mg)	Non-Unco	19.07 1995	Submitted
MALAWI	10.05 1005		- Non-Onco	19.07.1995	Submitted
WALAWI	10.05 1005	Alexin Dispersible	Non-Onco	19.07.1995	Submitted
MALAWI	10.05.1995	. 51/0x 250	Non-Onco	10.02.1005	Submitted
MALAWI	10.05 1995	. Strox 500	- Non-Once -	19 07 1995	Submitted
ZAL ANN	10:05:1995	. Tinavate cream		19 07 1995	Submitted
AALAWI	10.05.1995	Ulgel fiquid	- Non-Once	19 07 1995	Submitted
LAYSIA	29.12.1999	Adrim10 mg & 50 mg	Onco	25.01.2000	Registered
MALAYSIA	29.12.1989	Fylosid	Onen	25.01.2000	Registered
MALAYSIA	29.12.1999	Intaxet 30	Onco	25.01.2000	
MALAYSIA	29 12 1999	Inlaxet 100	Orico	25 01 2000	Registered
falaysia	04.01.2000	Keinoplat 10mg/20mi	Once	25 01 2000	Requirend
MALAYSIA	04:01.2000	Kemoplat 50mg/100ml	Once	25.02.2000	. Registered
MALAYSIA	09 08 1997	Gynatam 10 mg 5 20 mg	Dane	29.02.2000	Registeren
MALAYSIA	04 01 2000	Zavain (Contract	unco	28.01 1998	Submitted
MLAYSIA	04 01 2000	Zexate 15ml/3ml	Onco	29:02:2000	Submitted
MLAYSIA	20.04.2000	Zexate 50mi/2mi	Onco	29:02:2000	Submitted
ALAYSIA	20.04.2000	Zexate Tablet I.P. 2.5 mg	Onco	16 06 2000	Submitted
ALAYSIA	11 10 0000	Ledoxan Tablet I.P.	Onco	16.06.2000	ubmitted
IALAYSIA	14.12.2000	Kemocarb Injection 150 mg	Once	DR 04 2001	Submitteet
IAI AVEIA	11.12.2000	Kemocarb Injection 450 mg	Onco	09-04-2001	Submitted
ALAYSIA	11.12.2000	Cytarabin injection 100 mg	Once	69 04 2061	Submitted
IALAYSIA	11 12.2000	Cytarabin injection 500 mg	Opco	09 04 2004	Supmitted
ALAYSIA	11 12 2000	Cytaratin injection 1 gm	Once	09 04 2001	Submitted
ALAYSIA	11 12 2000	Emplin Injection 250 mer	Once	09.04.2001	Submitted
ALAYSIA	11.12.2000	Fivolly Injection 500 mg	Onco	00 04 2001	Submitted
ALAYSIA	11.12.2000	Empurine Tabs, 50 mg	Open	DG O4 2001	
ALAYSIA	11.12.2000	Leucavann Injection, 3 mg	Adicoras	00.04.2001	Submitted
ALAYSIA	11:12:2000	Leuroverin injection, 5 mg	Adjuvant	09.04.2001	Submitted
ALAYSIA	11 12 2000	Leucovorin injection 15 mg	A LANGUED CONTRACTOR OF THE		Submitted
ALAYSIA	11.12.2000	Laucovoin Injection 50 mg Mesna Injection 200mg	Adjuvant	09.04.2001	Submitted
ALAYSIA	07 2003	John M. 250mg	Adjuvant	09.04.2001	Submitted
ALAYSIA	07 2002	Intaxel 260mg	Onep	22.11.2001	Submitted
ALAYSIA	07.2001	Kemoplat Img/ml (10mg)	_ Onco	22 11 2001	Submittee
ALAYSIA	07.2001	Kemopiai Img/m/ (50mg)	Onco	22 11 2001	Submitted
AL AVEIA	07:2001				Submitted
AL AVOIA	07 2001	Vinelbine 10mo	Descri	Andrew Commencer	
Charles of the state of the sta	WC 2001	Vinelbine 50mo	Connect	Bridge Carrier On Art Art Art	
ALUIVES	02 1999	Company Profile	THE WORLD STREET		- Sanutained

Name Of the Country	Date of request	Name of the Products	Category	Date of submission	Status
MEXICO	13 12 2000	Daxatel 80 mg	Onco	23.02.2001	Registered
MEXICO	13.12.2000	Intaxet 30 mg	Once	23.02.2001	Submitted
		Kemocarb 150 mg		23 02 2001	Submitted
MEXICO	13 12 2000	Adrim 10	Onco	18 05 1999	Registered
MONGOLIA	09 02 1899	Kemoplat 10	Onco		Registered
MONGOLIA	09.05 1999	Tamoxilen Citrate tablel 10	O-se	10.05 1000	The state of the s
MONGOLIA	09.05.1999	Tamoxilen Citrate tablet 10	Ungo	18.05 1999	Registered
MONGOLIA	09.05.1999	Leucovorin 3	Aojuvani	10 03 1555	Registered
MONGOLIA	09.05.1999	Laucavorin 15	Adjuvant	18.03 1999	Registered
MONGOLIA	09.05 1999	Leucovarin 50mg		18.05 1999	Submitted
MONGOLIA		Adrim 50	Onco	18.05.1999	120000000000000000000000000000000000000
MONGOLIA	09.05 1999	Kemoplat 50	Onco	_ 18.05,1998	
MONGOLIA	09.05.1999	Tamoxifen Citrate Tab 20 mg	Onco	18.05,1999	Supmitted
MONGOLIA	24-12 1999	Ledovan inj. 200	Onco	28.02.2000	Submittee
MONGOLIA	24 12 1999	Ladovan ini, 500	Once	28.02.2000	Submitted
MONGOLIA	24 12 1999	Fixelly tri 250 mg	Onco	28.02.2000	Submitted
MONGOLIA	10.02.2000	Zerate 15 mg	Onco	28.02.2000	Submitted
MONGOLIA		Zexate 50 mg	Onco	28 02 2000	Submitted
MONGOLIA	10.07.7000	tntavel 30	Onco	28.02.2000	Submitted
MONGOLIA	10.02.2000	intaxel 100	Onco	28.02.2000	Submitted
MONGOLIA	10.02.2000	Intaxel 30 mg	Open	11.06 2001	Registered
MAURITIUS			Done	11.05.2001	Registered
MAURITIUS	14.05.2001	Intaxes 100 mg	Ores	11.05.2001	Registered
MAURITIUS	14.05,2001	Daxotel 20 mg	Onco	11.06.2001	
MAURITIUS	14 05.2001	Daxiolel 80 mg	ORCO	44.04.2001	Registered
MAURITIUS	14.05.2001	Kemoplat 10 mg		44.05.2001	CONTRACTOR
MAURITIUS	14.05.2001	Kemoplet 50 mg	Onco	11.06.2001	Registerou
MAURITIUS .	14 05 2001	Kemocarb 150 mg	Onco	11/09/2001	Registered
MAURITIUS		Kemocarb 450 mg		11 06 2001	Registered
MAURITIUS		Daheillin 250	Non-Onco	26 02 1996	Submitted
MALIBITIUS	09.12.1995	Dabcillin 500	Non-Onco	26.02.1996	
MAURITIUS	09 12 1995	Dabcillin DS	Non-Onco	26,02,1996	
MAURITIUS	09 12 1995	Damoxy 250	Non-Onco	26.02.1996	
A CONTRACTOR OF THE STATE OF TH	00 10 1005	Domesu 500	Non-Onco	26.02.1996	Submitted
MAURITIUS	00 12 1005	Damoxy OS	Mon-Onco	26.02 1996	Submitted
MAURITIUS	00.12.1005	Alexin 250; 500, DS	Non-Onon	26.02,1996	Submitted
MAURITIUS	60 12 1005	Atecard 50	Non-Onco	26 02 1996	Submitted
MAURITIUS	09.12.1993	Alecard 100	Non-Onco	26.02 1996	
MAURITIUS		Nuren 200	Non-Onco	28 02 1996	Submitted
MAURITIUS	09.12.1995	Muren 200	Non-Onco		
MAURITIUS	09.12,1990	Nuren 400	Non-Onco		Submitter
MAURITIUS	09.12.1990	Ulgel Tob	New-Occup	26 02 1996	Submittee
MAURITIUS	09 12 1995	Tinavale Cream	Non-Onco	26 02 1996	Submittee
MAURITIUS	09,12,1996	Tinevale Sciulon	Non-Deco	26.02.1996	Submitter
MAURITIUS	09.12.1998	5 Q-Lyle 35 gm	Non-Core		
MAURITIUS	09.12.199!	Ampicillin Inj. 500 mg	Mon Onco		
MYANMAH	11.02.1997	Strok Tabs 250 mg	Non-Onco	T0 01 1998	Submitte
MYANMAR	71,02:1997	7 Shox Tabs 500 mg	Non-Onco	16.01.1998	
MYANMAR	11.02.199	Nuren Tabs 200 mg	Man Cont		
MYANMAR	11.02.199	7 Nuren Tabs 400 mg	Nen-Once		Submitte
MYANMAR	11.02.199	7 Dizoi Capsules 10 mg		10.01.1990	
AMMARATERATE	11 02 100	Reefer Tabs 150 mg		10.01.1230	
A STATE OF THE STA	11.02.100	7 Danier Take 300 mg	Non-Onco	10.01, 1930	Submitte
A cond by a tip in a print.	41.02.100	7 Timponta Coponi	Non-Once	16.01.1989	Subliverse
A COURSE STATE OF THE STATE OF	11 02 200	<ul> <li>Intervel Injection 30 mg</li> </ul>	Onco	21,19 244	CONTRACTOR OF THE PARTY OF THE
A PROPERTY OF	13.02.200	to Intavel Injection 100 mg	Office	COLUMN TO SERVICE SERV	
The property of the second sec	49.02.707	1 Interval Injection 250 mg	CONTROL	A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THE REAL PROPERTY.
N 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	40 00 000	t Devoted Injection 20 mg	Onco		Sugment
MYANMAR	13.02.200	11 Daxotel Injection 80 mg	Onco	31.10.2001	Submitte
MYANMAR	13.02.200	11 Daxotel Injection 80 mg 11 Kemocarb Injection 150 mg	Onco	31.10.2001	Submitte
MYANMAR	13,02,200	11 Kemocarb Injection 150 mg. 11 Kemocarb Injection 450 mg.		4	Challe on little

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
MYANMAR	31,02,2001	Kemoplal injection 10 mg (0.5mg/m			n
MYANMAR	31.02.2001	Kemoptal Injection 10 mg (0.5mg/m Kemoptal Injection 50 mg (0.5mg/m Cytano Injection 100	(I)Onco	31.10,2001	Submitted
MYANMAR:	31 02 2001	Committee and the following to	e) Onco	31.10.2001	Submitted
MYANMAR	31 02 200+	Control information rooting	Onco	31 10 2001	Submitted
MYANMAR	31 02 2004	a control of the cont	Onco	31.10.2001	Submitted
MYANMAR	31.02.2001	Adrim Injection 10 mg	Onco	31.10.2001	Submittee
MYANMAR	31.02.2001	Adrim Injection 10 mg	Unco	31 10 2001 _	Submitted
MYANMAR	31.02.2001	Fylosid Injection 50 mg Zexate Injection 15mg	Unco	31,10,2001	Submitted
MYANMAR	31.02.2001	Zexate Injection 15mg	Onco	31 10.2001	Submitted
MYANMAR	31.02.2001	Zexate Injection 15mg Zexate Injection 50mg Fixefly Injection 350	Unco	31.10.2001	Submitted
MYANMAR	31,02,2001	Fivefly Injection 250 mg, 500 mg	Onto	31 10 2001	Submitted
MYANMAR	31.02.2001 _	Leucovorin Injection 250 mg	Unce	31.10.2001	Submitted
MYANMAR	31.02.2001	Leucovorin Injection 3 mg	Nojovant	31.10.2001	. Submitted
MYANMAR	31.02.2001	Leucovorin Injection 15 mg	Adjuvant	31.10.2001	Submitted
MYANMAR	31.02.2001	Mesna Injection 200 mg	Adjuvani	31 10 2001	Submitted
NEPAL	09.08.1998	Infarel Injection 30, +06 s nen	Adjuvant	31.10.2001	Submitted
NEPAL	00 00 1000		- Onco	21.08 1996	Registered
NEPAL	09 htt 10ne	Transaction of Monthly and Auto-	Unco	21.08 1998	Registered
NEPAL	09.08.1996	Fylosid inj	Onco	21.08.1995	Registered
NEPAL		Zexale Injection 15 &50 mg	Onco	21.08.1996	Registered
NEPAL	09.08 1996		Onco	19 09.1996	Registered
NEPAL	09:08.1996	Ledoxan Inj. 200,500mg & 1g	Geco	19.09.1996	Registered
NEPAL	09:08 1996	Ledoxan Tablet		21.08.1996	. Registered
NEPAL	09.08,1996	Fivollu inj. 250 & 500	Onco	21 08 1996	Registered
NEPAL	09 08 1996	Admin inj. 10850	Onco	21 08 1996	Registered
NEPAL		Admit Inj. 10850 Strox 250 & 500 mg	None O	21.08.1996	Registered
NEPAL	02.07.1997	Ugel Tabs	Non-Unco	- www.	Registered
VEPAL	02.07 1997	Ulgel Liquid	Non-Once		Registered
MEDAL	02 07 1997	Alocard 25, 50,100 & D	Neuronco	7	Registored
EDAL	02 07,1997	Livit Tabs	Non-Onco	N. A. S. Service and M.	Hogistored
IEDAL	02 07.1997	Liviit Liquid	Non-Onco		registored
EPAL	02.07.1997	Horitus	Non-Onco		
EDAL	02.07_1997	Damosy	Non-Onco	2.2	Registered
EPAL	02.07 1997	Uizot 20	Non-Onco		Registered
IEPAL	02 07 1997	Ulzot 10	- Non-Onco		Registered
IEPAL	UZ 07.1997	Ulzot 10 - Alexin - Nuren Ace	Non-Onco		Registered
EPAI	02.07.1997	Nuren Ace	Non-Once		Registered
EPA:	02.07.1997	Zened 60 Tablet USP LoNa 150/500	Non-Onco		Capitales
EPA)	02.07.1997	Lona 150/500	Non-Onco		Popistore
		174 6 mg 15	OphUnco	. —	Registered
EPAL	01.06.1996	Leucovorin Inj. 3 mg.15 mg & 50 mg Dayond Inj. 20 8 ep.	Adjuvant	-	Registered
EPAL	V1.08.1990	Daxotel Inj. 20 & 80	Onco	-	Registered
EPAL		Amiphos Inj. 500 mg/sist	Adjuvant		Registered
EPAL		Cylarin Inj 100 mg/ml USP	Onco	-	Registered
EPAL		Cylarin Inj 100 mg/mi USP	Once		Registered
EPAL		Cytarin ioj, 500mg USP	. Onco	-	Registered
EPAL		Empurine tab. IP 50 mg	Onco	-	Registered
EPAI		Hydab Cap 500mg USP	Onco		Registered
EPAL		Ipamide Inj. USP 1gm/vial	Onco	4-1-1	Registered
EPAL	an hammen	irinotel inj. 100mg/5ml.	Once		Ren alered
EPAL		Irinolet Inj. 40 mg/2 ml	Onco		Registered
EPAL		Mesna inj 200mg/2ml	Adjuvani		Registered
EPAL		Topolel Inj. 2.5 mg/2.5 ml	Onco		Registered
EPAL		Topatel Irij. 4 mg/4 ml	Onco		Registered
EPAI		Zexale Teb 2.5 mg IP	Onco	2	Registered
PAI		Radiopaque Inj. 300 mg. (10 ml) USP. Radiopaque Inj. 300 mg. (20 ml) USP.	Non-Once	- 200	Registered
Land Company		. Hadiopaque Inj. 300 mg. (20 mil LISP	Non-Oose	- III.W	Marie 60

1/25			submission	
	Radiopaque Inj. 300 mg. (50 ml) USP	Non-Onco	-	Registered
4_	Radionagous lei 160 mg (20 ml) (100	Alex Occas	-	Registered
	Radiopaque Inj. 350 mg (50 ml) USP	Non-Onco		
=	Alemen 120	Non-Onco		
	Alemen 180	Non-Onco		
	Alcourt M	Non-Unco	27.06.2001	Registered
10-2-21 00-20-20	Specific intermation	Non-Unco		
THE SECTION AND ADDRESS OF THE PARTY OF THE	power for magnetics	- WW.	to Harman	Submitted
20 01 1007	Lindit Tabrilla			-
20.03.1007	Padlosseus	Non-Onco		Submitted
20.03.1937	Chlerian	Non-Onco		Submitted
29 03 1007	Ultral 40	Non-Onco		Submitted
20 03 1997	Description of the same of the	. Non-Onco	- C	Submitted
20.02 (007	Dexamelhasone inj. 2 mi & 10 mi viai	Non-Onco		Submitted
29.03.1997	Gentamicin Ing. 2 ml & 10 ml vial	Non-Onco	12.05.1997	Submitted
29.03.1987	Rantidine Injection 2 ml	Non-Onco	12.05 1997	Submitted
29.03.1997	Diciplenac Inj. 15 ml Vial	Non-Onco	12.05.1997	Submitted
29.03.1997	. Amikacin Inj. 100, 250 & 500 mg vial	Non-Onco	12.05.1997	Submitted
29 03 1997	Co-Immovazole suspension 60	Non-Onco	12.05 1997	Submitted
02 07 1997	Hadiopaque inj. 240 ml	Non-Onco		Submitted
02 07 1997	Maxim Hp (Choc)	Non-Onco		Submitted
02 07 1997	Cetanit Svrup	Non-Onco		Submitted
02.07,1997	Cetanil Tabs	Non-Onco		Submitted
02 07 1997	New Livilit Tabs	Non-Onco		Sobmitted
02.07.1997	New Livit Syrup	Non-Onco	-	Submitted
25.03.1998	Cetifizing tablet 10 mg	Non-Onco		Submitted
02.05.1998	Roxithromyon Tablets	Non-Onco		Submitted
09.01.2001	Pamifos 30 &60 mg	Adjuvant	29.01.2001	Submitted
26.04.2001	Pamifos 90 mg	Adiusant	17 05 2001	Submitted
26 04.2001	Vinethine 10 A50	Onco	17.05.2001	Submitted
24 02 2000	Flutrox 50 mo	Non-Onco	27 06 2001	Carbonitteed
24.02.2000	Flutox 150 ma	Non-Onco	27.06.2001	Submitted
	Nasarel - 60	Mon-Onco	20.00.2001	Submitted
_	Nasanel - 20	Non-Onco		
05 10 2001	Aminon 50 ma	Adional	00 10 2001	
27 03 1997	American Cons 250	May Once	15.05.10.2001	Semined
27 03 1907	Amnicilia Casa 500	Non-Cinco	16 06 1997	Submitted
27.03.1997	Amniothe Coes DS	Nen-Onen	10 300 1997	
27 03 1997	Ammyritin Core 250	Non-Onco		
27.03.1997	Amprocillin Cone 500	Non Cons	16.00.1997	Submitted
27 03 1997	Americalis Care DS	Non-Onco	10.00.1997	
27 03 1007	Philosoften Tableto 200	Non-Onco		
27 03 1997	Bunenian Tablete 400mm	Non-Onco		Submitted
27 03 1997	Street whether A County	Work-Union	10.00.1997	Submitted
27 02 1007	Class Man Caracia	vetennary	16.06, 1997	Submitted
27 1-2 +002	Disease Pro-	. vetennary	16 06 1997	Submitted
27.13.1997	Dempto Premix	. Vaterinary	16.06.1997	Submitted
27 03 1997	Stenulex Capsules	. Ayuervedic		Submitted
28.04.1998	Dabur Balm	. Ayuervedic		Submitted
28.04.1998	Dabrab	. Ayuervedic	H-1-	Submitted
14.05.1998	Alecard Tab	Non-Onco		Submitted
15.07.1998	Strox 250 & 500	Non-Onco	-	Submitted
14.06.2001	Company Registration	_	18 08 2001	Submitted
13.06.1997	Fluconazole	Non-Onco		Submitted
13.06.1997	Carboplatin Injection 150 &450	Onco		Submitted
13.06.1997	Methotrezate Ini. & Tablets	Onco		Submitted
13.06.1997	Intaxel Injection	Onco		Submitted
13 06 1997	Evrosid Injection	Core	- IIII	Substitut
13 06 1007	Dicinional Sodium Tableta	Non Core		Deliminan
00 de 1000	Constant Table 12 5 5 5	HON-UNCO		Phomilian
	29 03 1997 29 03 1997 20 07 1997 02 07 1997 25 03 1998 09 01 2001 26 04 2001 26 04 2001 24 02 2000 24 02 2000 24 02 2000 27 03 1997 27 03	Alschard M Ascard M Specific information given for marketing 29.03.1997	Specific information   given for marketing   29.03.1997   Livili Tabifiq   Non-Onco   29.03.1997   Radiopaque   Non-Onco   29.03.1997   Uzol 10   Non-Onco   29.03.1997   Uzol 10   Non-Onco   29.03.1997   Uzol 10   Non-Onco   29.03.1997   Dexamethasone Inj. 2 ml & 10 ml vial   Non-Onco   29.03.1997   Gentamicin Inj. 2 ml & 10 ml vial   Non-Onco   29.03.1997   Radiofine Injection 2 ml   Non-Onco   29.03.1997   Radiopaque inj. 15 ml vial   Non-Onco   29.03.1997   Amitacin Inj. 100, 250 & 500 mg vial   Non-Onco   29.03.1997   Co-Immovazole suspension 60   Non-Onco   29.03.1997   Co-Immovazole suspension 60   Non-Onco   29.03.1997   Radiopaque inj. 240 ml   Non-Onco   20.07.1997   Radiopaque inj. 240 ml   Non-Onco   20.07.1997   Maxim Hp (Choc)   Non-Onco   20.07.1997   Cetanil Syrup   Non-Onco   20.07.1997   Cetanil Table   Non-Onco   20.07.1997   New Lichil Syrup   Non-Onco   20.07.1997   New Lichil Syrup   Non-Onco   20.07.1998   Robithrothych Tablets   Non-Onco   20.07.1998   Robithrothych Tablets   Non-Onco   24.02.2001   Pamifos 90 mg   Adjuvant   26.04.2001   Pamifos 90 mg   Adjuvant   27.03.1997   Ampicillin Caps 500   Non-Onco   Non-Onco   Nasarel - 60   Non-Onco   Non-Onco   Nasarel - 60   Non-Onco   27.03.1997   Ampicillin Caps 250   Non-Onco   27.03.1997   Dimpro Premix   Vatarinary   Vatarinary   Vatarinary   Vatarina	Alecard M   Non-Onco   17 11 2001

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
PERU	_	Infaxet 100			
PERU	_ *	Intaxel 100	Onco		Registered
PERU.	05.05.1998	Kemocaro 150 mg	Onco	23.12.1998	Registered
PERU	06.05.1008	Francisco 150 mg	Onco	-	Registered
PERU	06.05.1998	Kemocaro 150 mg Kemocaro 450 mg Kemocaro 450 mg Kemocara 10mg/20 ms	Onco	23.12.1998	Registiired
PERU	06 05 1008	Addw 80	Unico	23.12.1998	Registered
PERU	05.05.1998	Fivolly 250 mg	Onco	23 12 1998	Registered
PERU	06 05 1998	Zerate to 15	Onco	23 12 1998	Registered
PERU	06.05.1998	Zexale Ire 15 mg	Onco		Registered
PERU	D1 D4 1800	Edward 180	Onco	23.12.1998	Registered
PERU	15 09 2000	Topolei -4	Onco	23 12 1998	Registered
PERU	15 09 2000	Topoler -4  Daxotel 80	Onco	24.01.2001	Registered
PERU	06.05.1008	Kemoplat 50	Onco	24.01.2001	Registered
PERU	06 of tone	Kemoplat 50	Onco		Submitted
PERU	06 06 1000	the separate cars of mile	Orico		Submitted
PERU	06.05.1998	Adrim 10 mg	Onco	23 12 1998	Submitted
PERU	06.05.1008	Constant At	Orico	23 12 1998	Submitted
PERU	06 05 1998	Gynslam 10 mg	Onco		Submitted
PERU	16 00 1000	Oyneidin 20 mg	Orvon	23.12.1998	Submitted
PERU	15.02.1999	Empurin Tab  Hydab Capsules	Onco	03.12.1999	Submitted
PERU	15.02.1999	Ptydab Capsules	Onco	03.12.1999	Submitted
PERU	15.09.2000	Daxolet 20	Onco	24.01.2001	Submitted
PERU	26.04.2003	Line College	Onco.	24.01.2001	Submitted
PERU	26.04.2001	Irinotel 40	Onco	21,06,2001	Submitted
PHILIPPINES	20.04.2001	- frinctel 100	Onco	21.06.2001	Submitted
PHILIPPINES	Aug. 1006	Intaxel	Onco	20.05.1995	Registered
PHILIPPINES	Aug 1996	Ledoxan Tablets 50 mg	Onco		Registered
PHILIPPINES	Aug 1996	Gynatam Tablets USP 10mg	Onco		Registered
PHILIPPINES	Aug 1996	Gynalam Tablets USP 10mg	Once		Registered
PHILIPPINES	Aug 1996	Zexate for USP 50 a 15 mg	Onco		Registered
PHILIPPINES	Ave spec	Zexate Inj. USP 50 & 15 mg	Onco		Registered
PHILIPPINES	Aver 1000	Means Injection 100mg/ampoule	Adjuvant	—	Registered
PHILIPPINES	Ave. 1990	Fivefly 500mg/smpcule	Onco	-	Registered
PHILIPPINES	Aug 1996	Fivoriu 250mg/ampoula	Onco		Registered
					Registered
PHILIPPINES	Aug 1996	Adrim 50 mg/vial	Onco		Registered
PHILIPPINES.	24.04.4000	Fytosid Injection 100 mg/vlat	Onco		Registered
PHILIPPINES	16 00 1000	Ledoxan Inj. 200, 500 & 1 g	Onco		Registered
PHILIPPINES	15 00 1000	the day of	Onco	18.03.2000	Submitted
PHILIPPINES	16.09.1999	Hydab Capsule 500 mg	Onco	18.03,2000	Submitted
PHILIPPINES	16.00.1939	Empurin Tablets 50 mg	Onco	18.03.2000	Submitted
PHILIPPINES	16.09.1999	Leucororin Inj. 3mg, 15mg & 50 mg Cytatin Inj. 100mg 500mg to	Adjuvant	02.05.2000	Submitted
PHILIPPINES	16.00 4000	Cytarin Inj. 100mg,500mg 1g	., Onco	. 18.03.2000	Submitted
PHILIPPINES	10.09.1999	Kemoplat Inj. 10mg/20,50mg/100ml .	., Onco	18.03.2000	Submitted
					Submitted
PHHIODINES	30.05.2000	Intaxel 260 mg	Onco	16.07.2001	
					Submitted
POMANIA	Dec 1997	Inlaxel	Onco		Submitted
					Desistered
DUCCIA		Multivitamin Multimineral Tab	Non-Onco		Popietreed
NUSSIA		Levodopa CarbidopaTablets	Non-Onen		Registered
NUSSIA		Paracelamol Syrup	Non-Onco	T. Harris Marie J.	Registered
NUSSIA	<del></del>	Ascorbic Acid Tablets 250nig	Non-Onco		Registered
					vegisiered
TUSSIA		Ascorbic Acid Tab. 1000 mg	Non-Onco		registered
RUSSIA		Intaxel injection 5 ml	Dece	W.W. aliming	segistered
MOSSIA		Intaxet injection 17 ml	Onco		negraered
CUSSIA	18.02.1997	Zexalo Tob 2.5 mg/tablet	0		regressred

Name of the	Date of	Name of the Products	Category	Date of sybmission	Status
Country	THE OLD SOLVE	Zexale Inj USP 50 mg/vibl	Onco		Registered
RUSSIA	18 02 1997	Editable and con-	Omen	-	Registered
RUSSIA	18.02 1997	Zexate by USP15 mg/vial	Onco	_	Registered
RUSSIA	18.02.1997	Fivefly Injection 5 ml	Conn	4	Registered
RUSSIA	18.02.1997	Fivofly Injection 5 ml Fivofly Inj. 10ml Kemaptal Injection 10 mg/20ml	Occo	_	Registered
RUSSIA	18.02.1997	Remoplas injection to improvi	Open	-	Registered.
RUSSIA	18.02.1997	Kemocarb Inj 15	Doco		Registered
RUSSIA		A CONTRACTOR OF THE STATE OF TH	LIPSED		- A read and a read of the last
RUSSIA	18.02.1997		Chara	SERVICE STREET	- International
RUSSIA	03.2000	Bromhexine Eixir	Non-Corps		Submitted
RUSSIA	-111.77-111-1111	OUROX DISTAB 20 mg	Non-Onco	A PROPERTY OF	Submitted
RUSSIA		DONOX DISTANS TO UM			Submitted
RUSSIA		Paraculamer Tablets 500 mg	Non-Discu		Sintamilled
RUSSIA		Parameter of P. Sharmal			
		(for M/S J R Sharres) Analgin Tab 500 mg (M/S J RSharr Vacania B complex Tablets	na) Non-Onco		Submitted
RUSSIA	w	Analgin Tab 500 mg (Mrs 3 Rosian Vitamin B complex Tablets	Non-Onco	in <del></del>	Submitted
RUSSIA		Citation D Compies / deserve	Alpa Cinco		Submitted
BH2216		Naproxen Southin Facility	Non-Onco		Submitted
RUSSIA		Maidmen under mid-	Non-Care	400	Submitted
RUSSIA	_inc <del></del> i	Ketotilen Elixir 1mg/5mi Atecard To mobile	Non-Onco		Submitted
RUSSIA	There are a second	Adrim Injection 10 mg/vial	Onco	ar - meens	Submitted
RUSSIA:		Adrim Injection10 mg/vial	Onco		Submitted
RUSSIA	18.02.1997	Adrim injection50 ingritar	Onco		Submitted
RUSSIA	18.02.1997		Adjuvant	15.12.2000	Submitted
RUSSIA	21.10.2000	Lencovorm mt. 2'12 a gold	Cloco	24.08.2001	Submitted
RUSSIA	03.03.2001	Vinetoine injection so a do ing	Austr		Submitted
SIERRA LEONE		Honnus Cough Syrup 100 HE	Acres 1		Submitted
SIERRA LEONE		Mattite case 100 8	Mee Doon	and the state of t	Submitted
SIERRA LEONE		Tomarcase Croam to girl	New Orlean	- 101,000	Submitted
SIERRA LEONE	_133_ T med comb	Sarbyria tableid for to be 4	Men Open	Company of the company	Submitted
SIERRA LEONE		Ampiciain syrup so in	Non-Onen	and the state of t	Submitted
SIERRA LEONE		Ulget labs 10x25-Saunt flavour Ulget labs 10x25-Saunt flavour	Non-Onco		Submitted
SIERRA LEONE			Acces		Submitted
SIERRA LEONE		Clean & Clear Capsules 75 caps .		05 11 2001	Submitted
SIERRA LEONE	15.10.2001	Clean & Clear Capsules 75 caps			Submitted
SINGAPORE	07.04.1998	Sarbyna Strong  Company Profile		20.09.2001	Submittee
SINGAPORE	15.02.2001	Company Profile		30.09.2001	Submitter
SINGAPORE	15.02.200	I Intaxet Injection 30 mg I Kemocarb Inj. 150 & 450 mg		30.09.2001	Submitte
SINGAPORE	15.02.200	Kemocarb Inj 150 & 430 mg     Kemoplai injection 10 mg,50 mg     Republic to BR100 500 mg,1 gm	] Onco	20.09.200	Submitte
SINGAPORE	15.02.200	t Kemoplat injection 10 mg.50 mg 1 Cytarin Inj. BP100, 500 mg,1 gm	1Onco	30.05.200	Submitte
SINGADORE	15.02.200	1 Cytarin Inj. BP100, 900 mg, 1 gm 1 Adrim Injection 10 mg, 50 mg	Onco	20.09.200	Submitte
SINGADORE	15.02.200	t Adrim Injection 10 mg. 50 mg t Fylosid Injection 20 mg	Onco	20.09.200	Submitte
CINCAPORE	15.02.200	Fylosid Injection 20 mg     Zexale Injection, 15mg, 50mg     Expelle Injection 250 mg, 500 m	Onco	20 00 200	Submitte
SINGAPORE	15.02.200	1 Fivefly Injection 250 mg, 500 m	g Onco	20.09.200	1 Submitte
CINCAPORE	15.02.200	1 Ervalu Election 250 mg,	Adjuvant	30,09,200	- Judimile
OHONPONE		15 mg, 50 mg			Columbia
BOUTH STOLES			Onco		Danata
SOUTH APRICA		Pacifitaxel Ing	Non-Onco	dininia de l'amino	Registers
SRI LANKA		Alexin Capsules 500 mg	Non-Onco		Registere
SRI LANKA		Alexin Capsules 500 mg	Non-Onco	—	Registere
SRI LANKA		Ampicilin 1000's			
SRI LANKA			PARADAE RIJE D	Committee of the Commit	CONTRACTOR OF THE PERSON NAMED IN
SRI LANKA	OHISTON THE PROPERTY.	Nuren 200	Non-Once		Register
The state of the s		Nuiten estu	Non-Onco		Register
SRI LANKA		Damoxy Dry ayrup 123 mg/m	Hon-Cont	-	Register
SRI LANKA		Tolnaflate Cream (Tinavale)	Non-Once		Ragister
Company of Allegaration Com-		Totaliale Salutani	Non-Onco		Register
SRI LANKA			Man-Cocc	-	Register
SRI LANKA			ni MadeDace	3	Register
COLLANKA		Cetanil Supsension120 mg/5 f	III PROFESSION	3.00	

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Sfatus
SRI LANKA		Celaret Tablet 500 mg	Non-Ones		Benning
SRI LANKA	- 1	Alegand 26	1. C. C. L. C.		Regularered
		MICCARD TOU PARIDI INF	Alberta Charles		
SRI LANKA	13.05 1997	Artem 50	Cores		Registered
Act and an artist of the second	12.00.1997	Adhm 50	Conco		Registered
SRI LANKA	13 05 1997	Cisplatin 10 &50	Once		Registered
SRI LANKA	13 06 1997	Zexate 50 mg	Conne		Registered
SRI LANKA	13.06.1007	Zavate Tak	20000		
SRI LANKA	- 12-UO 1997 .	Tritaxet 30	Onco		Registered
SHI LANKA	19 06 2000	Empurine tablet 50 mo LISP	Onco	AT 80 0000	Registered
SRI LANKA	13.05 1997	Fylosid	Onco	nv 0a 5000	
SRI LANKA		Polyantia Pro. Proces age			
SRI LANKA		Utzoi capsute	Non-Onco	200	Submitted
SRI LANKA	10.10.2000	Cytarabin injection 100 mg		- T. 22 22 2	Submitted
SRI LANKA	10 10 2000	Cytarabin injection 500 mg	Onco	30.07.2001	
SRI LANKA	10 10 2000	Cylarabin injection 1g	Onco	30.07.2001	Submitted
SRI LANKA	10 10 2000	Cyteracin injection 1g	Orico	30.07.2801	Submitted
SRI LANKA	10.10.2000	Kemocarb Injection 150 mg	Onco	30.07.2001	Submitted
SRI LANKA	10 10 2000	Kemocurb Injection 450	Onco	30 07 2001	Submitted
SRLLANKA	10.10.2000	Mesna Injection100 mg	Adjuvant	30 07.2001	Submitted
SRI LANKA	10.10.2000	Leucovorin Injection 3 mg,	Adjuvant	30.07.2001	Submitted
SET LANCE	10.10.2000	Leucovorin Injection 15 mg	Adjuvant	30.07.2001	Submitted
SRI LANKA	10.10.2000	Laucovorin Injection 50 mg	Adjuvant	30.07.2001	Submitted
SRI LANKA		- readiopaque inj 240 mg/ml.10 ml	Non-Onco	10.09.2001	Submitted
SRI LANKA	10.10.2000		Non-Onco	10.09.2001	Submitted
SRI LANKA	10.10.2000		Non-Once	10.09.2001	Submitted
SRI LANKA	10 10.2080	The state of way sometime we also	Non-Onco	10:09:2001	Submitted
SRI LANKA	10.10.2000	the state of the state of the state of the state of	Non-Onco	10 09 2001	Submitted
SRI LANKA	10.10.2000 _	the state of the s	Non-Onca	10.09.2003	Submitted
SOI LANGA	10.10.2000	Radinggroup in 350 males no	4.1	Carried Co. Land Co. Carried Co.	Submittee
SRI LANKA	10.10.2000	Radiopaque Inj 350 mg/ml, 50 ml	Non-Onco	10 09 2001	Submitted
SPU LANKA		Radiopaque Ini350 ing/mi_100 mi	Non-Onco	10 09 2001	Submitted
OF LANKS		Constrastin (60%) Inj., 20 ml	Non-Onco	16.11.2001	Submitted
SRI LANKA	10,10,2000	. Constrastin (60%) Inj., 50 ml	Non-Onco	16.11.2001	Submitted
SPI DANNA		Construction (78M.) tol. 35	8.7 c	W. 1200 L. 122-0	Submitted
tion the managed at the second	50,10,2000	. Constrastin (75%) Inj., 50 ml	_Non-Onco	16 11 2001	Submitted
NAME AND ADDRESS OF TAXABLE PARTY.		Longitushin (76%) had some	feet and the second	Contract of the Contract of	Submitted
SRI LANKA	10.01.2004	otavel 100 ma	Charles and the same of the sa	and the land of the land	Submitted
the second state of the second state of the		Intakel 260 mg	Once	01 08 2001	Submitted
CONTRACTOR CONTRACTOR		Daxolel 20	Onco	28 12 2001	Submitted
RI LANKA	12.08.2001	Daxotel 80	Onco	24 12 2001	
RI LANKA	12.06.2001	Zexate 15	Coro	02 12 2001	Submitted
RI LANKA	12.08.2001	Zexate 500	Once	02 12 2001	Submilled
RI LANKA	12.06.2001	Irinotel 40mp	Once	00 04 0000	Submitted
RI LANKA	12.06.2001	Irandal 100ms	Owner	William Committee of the Committee of th	Submitted
RI-LANKA	25.07.2001	Vinorefbine 10	Conn	05.01.2002	Submitted
RJ LANKA	25.07.2001	Vinorelbine 50	Once		Submitted
BI LANKA	10 10 2000	Ledoxan lab. 50 mg	Onco	16.10.2001	Submitted
RI LANKA		Tamovilor 10 me	Onco	16.01.2002	Submitted
RI LANKA		Tamoxilen 10 mg	- Onco	16.01.2002	Submilled
UDAN	-	. Támoxifen 20 mg	Unco	16.01.2002	Submitted
UDAN		Dames 500 mg	Non-Unco	H-75	Submitted
UDAN		Damoxy 500 mg	Non-Onco		
UDAN	111111111111111111111111111111111111111	Damoxy DS	Non-Onco		Submitted
UDAN	- /	Alexin 250 mg	Non-Onco		Submitted
UDAN	160	Alexard 50 mg	Non-Onco		Submitted
LIDAN		Alecard 100 mg	Non-Once	H	Submitted

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
SUDAN	11-10-10-10-1	Zenad 80	Onco		Submitted
GUDAN		Zautet 120	Orco	_	Supmitted
SUDAN		Diclofenac 25 mg	Non-Once		Submitted
CURAN		Celadroxil 250 mg	Mon-Cinco		Supmitted
SUDAN		Celadroxii 500 mg	Non-Onco		
CONTRACT.		Caladranii Day Quaya	Non-Onco	-	Submitted
SUUAN		Nuren 200	Non-Onco		Summered
SUDAN	Hamil Time III	Nuren 400	Non-Onco		Submitted
SUDAN		Adrim Injection 5 ml vial	Occo		Submitted
SUDAN	24 04 1996	Cisptatin Inj. 10 mg	Onco		Submitted
		Incakes 5 ml	Onco		Submitted
SUDAN	24.04.1990	Zexale 50 mg	Onco		Sunmitted
SUDAN	24.04 1998	Zerale 50 mg	Coco		Submitted
SUDAN	24:04 1998	Fixeflu 250, 500 mg	Conce		Submitted
SUDAN	Feb. 1999	_ Intoxel		08 11 1996	Submitted
SYRIA	29.05.1996	Terfenadine	hine Carro		
TAIWAN	Feb 1999	Fluconazole	Mon-Core	14.11.1998	Submitted
TAIWAN	01.10.1998	Melalonin Tablet 3 mg	Non-Onco	30.01.1997	Submitted
TAIWAN	30.01.1997	Intaxel Injection	Cana	00.08.1999	Registered
THAILAND	09.08.1999		Core	18 08 1999	Registered
THAILAND	17.08,1999	Kemoplat 20ml &100ml	Core	70.00.1332	Registered
THAILAND	25.03 1997	Zexaie 50 (Melhotrexale inj.)	Chee		Registered
		Fivoliu 250 mg 8 500 mg ampoule.	Once		Registered
THAILAND		Fwotu 250 mg & 500 mg ampoute.	Coco		Registered
THAILAND	25.03.1997	Fivoliu 250 mg & 500 mg vial	Onco		Penistered
THAILAND	25.03.1997	Ledokan Tabs 50 mg	Unco		Registered
THAILAND		Adrim Zezale Tablel 2.5 mg	Unco		Registered
THAILAND		Zesale Tablel 2.5 mg	Unco		Registered
THAILAND		Fytosid 100 mg	Gerco		Registered
THAILAND	25.03.1997		Onco	2211	Denistread
THAILAND	25 03 1997	Gynatam Tabs 20 mg	Ungo	40 00 4000	Registered
THAILAND	15.02.1999	Cytarin Inj 100 mg, 500 mg &1 g	Unco	07.05.1000	Registered
THAILAND		Leucovarin Inj. 3, 50 mg.	Non-Once	07.05.1999	Registered
THAILAND			Non-Unco	14, 02, 2000	Hegisteres
THAILAND	16:09 1999	Dazutei inj 20 880	Chice	18 08 1000	Registerer
THAILAND	15.02.1999	Empunn Tab, 50 mg	Onco	18 08 1000	
THAILAND	15.02.1999	Ipamide Inj. 1 gm	Chico	10.00 1999	Submitted
THAILAND	02.05,1998	Ledoxan Inj 206 mg	Ones.	10.00.1000	the second secon
THAILAND	02.05.1998	Ledoxam Inj. 500 mg	Unco	10.05.1999	Submittee
THAILAND	02.05.1998	Ledoxan Inj 1 gm	Onco	30.03.1866	Submittee
THAILAND	03.05.2000	trinotel 40 &100 mg	Once	08 00 2000	Submitter
		Fivofiu Inj. 250 mg	Oren	17 07 1997	
TRINIDAD & TOBA	00 13.05.1997	Pivolio inj. 250 mg	Once	D4 D4 1988	Registere
TRINIDAD & TOBA	60	Gynalam 10 mg	Onco	04.04.1998	
	GO -	Gynalam 20 mg	Ones	14 02 1998	Registere
TRINIDAD & TOBA	QQ 21.07 1991	Fylosid t00	Onco	14 02 1996	
FRINIDAD & TOBA	GC 21.07.1990	i Zexate Tab	Onco	04 04 1998	
	00 01 07 157	Namopial So mig	Once	14 02 1998	Registere
TRINIDAD & TOBA	GO 21.07.1998	8 Intaxel Injection 30 mg	Doca	14.02.1958	
TRINIDAD & TOBA	GO 21 07,1990	3 Kemocarb 150	Outo	26.06 1006	Registere
TRINIDAD & TOBA	GO 02.05 1998	B Ledoxan Tablel	Onco	21.02.1910	Registere
TRINIDAD & TOBA	GO 17.11,1998	Ledoxan Injection 200 mg	Unco.	17 07 1999	. OCOM
TRINIDAD & TOBA	GO 13 06 199	7 Kemoplat Irij. 10 mg	Onco	17.07.1997	Submille
TRINIDAD & TOBA	GO 13.06.199	7 Frvafiu Inj. 500 mg	Onco	17.07.1997	Submitte
TRINIDAD & TOBA	GO 13.06.199	7 Ulzoi 20 mg Ceps	Non-Cinca .	+2 07 1007	Cubmitte
TRINIDAD & TOBA	GO 13.06 199	7 Ranfaz Tabs 150 mg	Non-Onco	17.07.1997	Submitte
TRINIDAD & TORA	GO 13 08 199	7 Ranifidine Ini 25 mg/ml	Non-Onco	02.08.1997	Submitte
TRINIDAD & TORA	GO 13.06.199	7 Fluconazole Caps 150 mg	Non-Onco	02.08.1997	Submitte
TRINIDAD & TORA	0.00	Adrim 10 mg , 50 mg	Onco	04.04.1998	Submitte

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
TRINIDAD & TOBAGO	21.07.1998	Ladoxan Inj. 500 & 1000 mg	Onco		Submitted
TRINIDAD & YOBAGO	21.07.1998	Kemocarb 450 mo	Conn	14:02:1008	. Submitted
TRINIDAD & TOBAGO	02.09.2000	Cylann Ini. 100 mg	Onco	23.07.2003	Submitted
TRINIDAD & TOBAGO	02.09.2000	Daxotet Irij, 20 mg, 80 mg	Onco	21.04.2001	Submitted
TRINIDAD & TOBAGO	02.09.2000	Leucovarin Injection 50mg	Adjunct	21.04.2003	Submitted
TRINIDAD & TOBAGO	02 09 2000	Empurine Tablets 50 mg	Doce	21.04.2001	
TRINIDAD & TOBAGO	02 09 2000	Zexate 50 mg	Ores	21.04.2001	Submitted
TRINIDAD & TOBAGO	02 09 2000	Topotel Injection 4 mg	Ones	21.04.2001	Submitted
TRINIDAD & TOBAGO	21 05 2001	Intaxel Injection 100 mg	Onco	21.07.2001	
TURKEY	Oct 1997	Fylosid Injection 100 mg	Once	21.07.2001	Submitted
TURKEY	Oct 1997	5-Fluorouracil Inj. 250 &500 mg	Onco	29.12.1997	Submitted
TURKEY	Oct 1997	Cisplatin Injection 10 850 mg	Ungo	30.12.1997	Submitted
TURKEY	Oct 4007	Constant Telebrasia and mg	Onco	26.12.1997	Submitted
TURKEY	Oct 1997	Gynatam Tablets 10 &20 mg	Onco		Submitted
TUDYEY	OCI 1997	_ Adrim 5 ml &25 ml	Onco	26.12.1997	Submitted
TURKEY	Oct 1997	Methorexate (PF) Inj 15 mg &50 mg	Ongo	26 12 1997	Submitted
TURNET	OCI 1997	Cyclophosphamide Tabs 50 mg	Onco	n.—	Submitted
TIEDREY	24.04.1998	Docetaxel 20 mg & 80 mg	Onco		Submitted
TURNET -	24.04.1995	Intaxel 30 mo&100 mg	Onco		Submitted
TURKEY	_ 24,04,1998	Zexate 2.5 mg, 100's pack	Onco	—	Submitted
TURNET	26.06,1998	Zexate 5 mg/1 ml vist	Onco		Submitted
TURKEY	26.06,1998	Mesna 200	Arthuniant	200	Cathemitted
TURCKEY	26.06.1998	Leucovorin 50 mp	Adinuant		Submitted
TUPOET	15 02 1999	Ledoxan ire. 200, 500mp &10	Onco	12 06 1999	Submitted
MOUNT	06.10,1997	Ulgel Tabs 25X10	Non-Coco		Submitted
UGANDA	06.10,1997	Ulgel Liquid 170 ml	Non-Cinco	W-2	Submitted
UGANDA	06.10.1997	Tinavate Cream/Solution	Non-Coop		Submitteed
UUANDA	06.10.1997	Fluirox	Non-Cinen		Carlemainten
UUANUA	06.10.1997	Atecard 100 mm/O	Man-Cinen		Wash midther of
UGANQA	06 10.1997	Dabcilin 250 mg/Dry Syrup	Non-Onco		Submitted
UGANDA	06.10.1997 _	Damoxy 250 mg/Dry Syrup	Non-Onco		Submitted
UCANUM	06.10.1997	Alexin Cap 250	Man-Caco	-	Submitted
UGANUA	06.10.1997	Alexin Cap 500	Non-Onco	Some State of the Control of the Con	Submitted
UGANUA	06.10.1997	Strox 250	Non-Onco	il and the latest the same	Submitted
UGANUA	06.10.1997	Strox 500	Non-Onco	W (II)	Submitted
UKPAINE	10.11.1995	Gentus 20	Non-Cinco	12.12.1005	Submitted
UKOOUNE	10.11.1995	Gentus 60	Man-Onco	12 12 1005	Cathonitte
UKRAINE	10.11.1995	Gentus 80	Man-Cinco	12 12 1005	Carpenistens
UKPGINE	10.11.1995	Gentus eye drop	Non-Onco	12 12 1995	Submitted
UNIOUNE	10-11-1995	Gentus gardenes	Man Clock	12 12 1000	Carle and Street
UKHAINE	10.11.1995	Seredal 2	Nnn-Onco	12 12 1005	Conferential
UKRAINE	10.11.1995	Seredal 5	Non-Onco	12 12 1005	Submitted
UKRAINE	10.11.1995	Seredal 10	Non-Onco	12 12 1005	Submitted
UKRAINE	10.11.1995	Seredal Injection	Non-Cinco	12 12 1005	Cubanting
LIKRAINE	10 11 1005	Seredal Suspension	Non-Once	12.12.1990	Suomitted
UKRAINE	10.11.1005	Alexin 250 mg (reregistration)	Non-Onco	12.12.1995	. Submitted
LIKRAINE	10.11.1995	Cifocin 500,1(reregistration)	- Non-Onco	_ 12.12.1995	Registered
IKRAINE	10 11 1005	Debales Con translateria	Non-Unco	16,12,1995	Registered
HICRAINE	10.11.1223	Dabcilox Cap. (reregistration)	Non-Onco	23.12.1995	Registered
INDANE	10.11.1005	Daboliox inj. (reregistration)	Non-Onca	_ 18,12,1995	Registered
UND KING	42 10 2020	Strox 250,500 (reregistration)	Ron-Onco	12.12.1995	Registerer
UKRAINE	13.06.2000	Kemoplat 20 & 100ml (0.5mg)	Onco	13.12.2000	Registered
UNRAINE	13.05.2000	Kemocarb 150 &450mg	Onco	15.12.2000	Registered
UKRAINE	13.06.2000	Fytoside 100mg	Onco	13 12 2000	Recourse or
UKRAINE	15.06.2000	Zexate 15 & 50 mg	Onco	13 12 2000	Registores
UKRAINE	11.09.2000	Intaxel 30 & 100 mg	Onco	12 02 2001	Remeterad
UKRAINE	29.11.1997	Docetaxel Inj. 20880	Onco	12.03.1998	Submitted
UKRAINE	29.11.1997	Adrim Inj. 10 &50	Onco	12.03 1998	Submitted
UKRAINE	30.10.2000	Zexate 2.5	Onco	12:02:2001	Submitted
UKRAINE	06.04.7003	Vinelbine Injection 10850 mg	100	III AZ ZOZI ZOZI ZOZI ZO	-

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
URUGUAY	12.05.2000	Zerate 50	Oneo	12.12.2000	Submitted
URUGUAY	20.06.2000	Ledoxan tab. 58 mg	Onco	12.12.2000	Submitted
URUGUAY	28 10 2000	Zexale Tablet 2.5 mg	Onco	12 12 2000	Submitted
		Kemocarb 150 mg (Bioplatinex)			Registered
VENEZUELA	15 10 1999	Kemocarb 450 mg (Bioplatinex)			The state of the s
VENEZUELA			Once		Registered
VÉNEZUELA	15.10.1999	Admm 10 mg			Registered
VENEZUELA	15.10.1999	Adrim 50 mg	Onco _	24 02 2000	Registered
VENEZUELA	15,10,1999	Fivofiu 250 mg			Registered
VENEZUELA		Fivahu 500 mg			
VENEZUELA.	15:10:1999	Zexate 50 mg	Onco		Registered
VENEZUELA.	15.10.1999	Zexate 2.5 mg	Onco	04 09 2000	Registered
VENEZUELA	15.10 1999	Inlaxel 30 mg,100 mg	Onco	24.02.2000	Registered
VENEZUELA	15.10.1999	Gynatam 10 mg	Orico	04.09.2000	Registered
VENEZUELA		Gynatam 20 mg	Onco	04:09:2000	Registered
VENEZUELA	15.10.1999	Fylasid 100 mg	Once	24 02 2000	Registered
VENEZUELA	17.04 1998	Docetaxel in: 20 & 80 mg	Onco	04.06.1998	Submitted
VENEZUELA	15.10.1999	Empurine 50 mg	Onco	04 09 2000	Submitted
VIETNAM	24.04.1998	Ulzai Capsule	Non-Onco	72	Submitted
VIETNAM			Non-Onco		Submitted
VIETNAM	24.04.1998	Zenad 120	Non-Onco		Submitted
VIETNAM			Non-Onco		Submitted
VIETNAM	24.04 1998	Strox 250	Non-Onco		Submitted
VIETNAM	24.04.1998	Strox 500	Non-Onco		Submitted
VIETNAM	24.04 1998	Alexin 250	Non-Onco		Submitted
VIETNAM	24.04.1998	Alexin 500	Non-Onco		Submitted
VIETNAM	24.04.1998	Alexin Dry Syrup 125	Non-Onco		Submitted
VIETNAM	24.04 1998 .	Ulger Tablets	Non-Onco		Submitted
VIETNAM	24.04.1998	Ulget Liquid	Non-Onco	ne - n nomeons	Submitted
VIETNAM	08.09.2000	Adnm 10mg &50mg	Onco		
VIETNAM	08.09.2000	Kemoplat 10mg ,50mg (0.5mg/ml)	Onco	19.03.2001	Submitted
VIETNAM	08 09.2000 .	Kemocarb 150mg, 450mg(10mg/ml)	Onco	19.03.2001	. Submitted
VIETNAM	08.09.2000	Fytosid USP		19.03.2001	Submitted
VIETNAM	08.09.2000	Gynalam 10	Onco	19.03.2001	Submitted
VIETNAM		Gynatam 20	Onco	19.03.2001	Submitted
VIETNAM		Ledoxan tab. USP 50 mg			Submitted
VIETNAM	08.09.2000	Empurine tati, USP 50 mg			Submitted
VIETNAM	08.09.2000	Ledoxan Inj. 200mg	Onco	19.03.2001	Submitted
VIETNAM	08.09.2000	Ledoxan 500 mg	Onca	19.03.2001	Submitted
VIETNAM		Ledoxan 1gm	Onca	19 03 2001	Submitted
VIETNAM		Ipamide 1gm	Once	19.03.2001	Submitted
		Leucovorine Calcium Inj. 3mg	Adjuvant	19.03.2001	Submitted
VIETNAM	08.09,2000	Leucovorine Calcium Inj. 15 mg	_Adjuvant	19:03:2001	Submitted
VIETNAM	08.09.2000	Leucovorine Calcium Inj.50 mg	Adjuvant	19.03.2001	Submitted
VIETNAM	08 09 2000	Intaxel 36 &100 mg	Onco	19.03.2001	Submitted
		Cytarin Inj. 100mg			
VIETNAM	08 09 2000	Cylarin Inj. 500mg		30.04.2001	Submitted
VIETNAM		Cylarin Inj. 1 g			
VIETNAM	A. C.				
				30 04 2001	Submitted
		Zexate inj 15mg			
VIETNAM	08 00 2000	Zexate inj.50 6500 mg	Once	30.04.2001	
		Zexate Tab.			
YEMEN					
		Alexin 250			Registered
YEMEN		Alexin 500			
		Alecard 50			
TEMEN	26 12 1995	Alecard 100	ryon-Onco		Hegistered
FEMEN	26 12 1995	Damoky 250	Non-Onco		Registered

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
YEMEN	26.12.1995	Damoxy 500	Mon Oses		Will apply to
YEMEN	26.12.1995	Damoxy D5 125 mg/mt. 80 mi	Kinn O		Registered
YEMEN					Registered
YEMEN	26 12 1995	Nuren 200	Non-Onco	_	Registered
YEMEN	26 12 1995	Nuren 400	Non-Onco		Rugistera
YEMEN	26 12 1995	O-Lyle 27.9 gm sachet	Ngn-Onco		Registered
YEMEN	26.12.1995	Kemoplat Injection 10 mg	Non-Unco		Registered
YEMEN	26.12.1995	Fluoreuracii injection 250	Onco	ini —	Registered
YEMEN	26.12.1995	Dabolox Dry Syrup	Onco		Registered
YEMEN	26 12 1995	Ulsel Castula 20 mg	- Nun-Onco		Summitted
YEMEN	26.12 1995	Uted Capsule 20 mg	Non-Onco		Supmittee
YEMEN	26.12.1905	Komponist Laurence Co.	Non-Onco		Submitted
YEMEN	26 12 1006	Adrim Injection 10	Once		Submittee
YEMEN	26 12 1005	Admin Injection 10	Onco		Submitted
YEMEN	20,12,1995	Adrim Injection 50	Onco		Submitted
YEMEN	26,12,1995	Cyclosparin Oral Liquid	Non-Onco		Submitted
VENER	26.12.1995	Ledoxan Inj. 200, 500 mg & 1g	Onco		Submitted
VENEN	28.12.1995	Ciprofloxacin Tableis 250 & 500 mg	Non-Onco		Submitted
YEMEN	26.12.1995	Zexate Inj. 50	Onco		Submitted
YEMEN	26.12.1995	Fluorograph Inj. 500	Onco	## Z ******	Submitted
TEMEN	26.12.1995	Bleomycin Injection 15 units	Onco		ballimove
YEMEN	09 10 1997	Strox 250 &500	Men Char	43 64 64	Submilled
YUGOSLAVIA	29.03.1996	Melhotrexale inj	Corre	17 10 1997	Submilled
YUGOSLAVIA	29.03.1996	Adrim inj. Sml	Once		Submitted
YUGOSLAVIA	29.03.1996	Adrim inj. 25ml			Submitted
YUGOSLAVIA	29.03.1998	Cyclophosoperade at 200	Unco		Submitted
YUGOSLAVIA	29.03.1996	Cyclophosphamide inj. 200 mg  Cyclophosphamide inj. 500 mg  Cyclophosphamide inj. 500 mg	Unce		Submitted
YUGOSLAVIA	29 03 1006	Contract of the Contract of th	Unco	-	Submitted.
YUGOSLAVIA	29 03 1996	Extends for Sources	Onco		Submitted
/UGOSLAVIA	29 03 1996	Cleater and appear	Onco	_**	Submitted
YUGOSLAVIA	29 02 1990	Cisplatin inj 10 mg	Once		Submitted
YUGOSI AVIA	20.03.1990	Cisplatin inj. 50 mg	Onco		Submitted
/UGOSI AVIA	20.02.1996	Fivofix inj. 250 mg	Once		Submitted
ATTACABLE ATTACABLE	29.03.1996	Fivolu ini, 500 mg	Once		Submittee
AMBIA		Mesna inj. 100 mg/ ml	Adjuvant		Submitted
PARKERA	03.05.1995	Dabcilin 250 mg	Non-Onco	26 08 1995	Renistared
PANDIA	03.05,1995	Datatin 200 mg	Non-Onco	26.08.1005	Denistate
AMBIA	03.05.1995	Dabolin Dry syrup	Non-Doco	26 08 1006	negwered
AMBIA		Dabolin Distab	Non-Over	20.00.1995	negistered
AMBIA	03.05.1995	Alexin 250 mg	Non-O	25.08.1995	Registered
AMBIA	03.05.1995	Alexin 500 mg	Non-Onco	26.08.1995	Registered
AMBIA	03.05.1995	Alexin Dispersible 125 mg	Non-Onco	26 08 1995	Registered
AMBIA	03.05 1995	Alaxin Douglasses 123 mg	Non-Onco	26.08.19951	Registered
AMBIA	03.05.1006	Alexin Dry syrup Alexard 25 mg	Non-Onco	26.08.1995	Registered
AMBIA		- Moseer 23 mg	Non-Onco		Registered
AMBIA	03.03.1993	Alecard 50 mg	Non-Onco		Registered
AMRIL		Alecard 100 mg	Non-Once		Registered
AMBIA		Ulgel LiquidsOrange flavour	Non-Once		Registered
AMBIA	03.05.1995	Ulgel TableisOrange flavour	Non-Onco	26 08 1085	Registered
AMBIA		Tinavate Cream	Non-Onco	26 08 1995	Registered
AMBIA		Telavate topion	Non-Onco		
AMBIA	03 05 1995	Dabolox 500 mg			Registered
AMBIA	03.05.1995	Dabblex Dry syrup	Man O	26.08 1995 1	Registered
AMBIA		Dabolox Distab	Non-Onco		Registered
AMBIA	- I - IIII III III	Damovy 250 me	100		Registered
AMBIA	03.05.1995	Damovy 500 ms	The state of the s		Rec stated
AMBIA	03.05.1995	Damous Days	Non-Onco	26 08 1995 1	Registered
AMBIA	198.44(1984.11)	Damoxy Dry syrup	Non-Onco	26 08 1995 1	Registered
AMBIA		Damoxy Distab125 mg	Non-Onco	26.08.1995 (	Registered
AMBIA	07 OF 1005	Demoxy Distances mg	Mon-Onco	26 08 1005 0	Registered
AMBIA		Cityza Expeciorare	Non-Drice	26 08 1005 C	Registered
AND STREET	03.05.1995	Fruitrat	Man-Onco	20 00 1000 0	Registered

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
ZIMBABWE	07.10.1999	Kemoplat 10 mg .	Onco	20.01,2000	Registered
ZIMBABWE	07.101999	Fylosid	Onco	20 01 2000	Registered
ZIMBABWE	07.10.1999	Adrim 10 mg &50 mg	Onco .	20 01 7000	Submitted
ZIMBABWE	06.03.2000	Fivally 500 mg	Onco	29 09 2000	Submilled
ZIMBABWE	05.03.2000 .	Zexale in 50 mg	Oven	29 09 2000	Submitted

### TENDER'S

Name of the Country	Date of request	Name of the Products	Category	Date of submission	Status
BARROLATOR STA	05 10 1995	Adam 50 (londer papers)	Onco	22 11 1995	Registered
DANCI ADECH	05 10 1995	Kempolat 20 mi (tender papers)	Unco	XX:11,1000	Registered
BANCLARERH	05 10 1005	Kempolat 10mg (tender papers)	Onco	22.11.1593	200111111000
DANOLAGERIA	05 10 1005	Artem 10 mg (lander papers)	Unco	22.11.1393	Submitted
DAALON ADDOCT	0.6 10 1005	Zavata Ini 50 mo (tender pagers)	Onco	55:11:1995	Subjusties
DAMOLAGERY	06 10 1005	Errofly 250 & 500 mg (tender papers)	Unco	22.51 1895	- audimitied
DANIEL ADDICES	00 40 4005	Eutosid 100 mg Bender naperst	- Canco	· · · · · · · · · · · · · · · · · · ·	TO SERVICE OF THE PARTY OF THE
COLONIOLA	D4 40 0000 -	Adem 10 mg (for lender)	Onco	. 11, 10, 2000	- Suntamodia
Martin Company of the	04 10 2000	Addres 50 mo Hor tenders	Unco	_ 17 10 ZVVV	- 200mmed
	THE RESIDENCE	Charles 500 me flor blorders	5 10 CO		- agommene
Maria Salaman	WAR AND MONOR	Eutoped 100 ffor Ingeled	Lanco		Swittenmen
ACCES AND ACCESS OF THE PARTY O	64 4A 00000	Manager 10 mg doc longer	Linco	11.14.2000	- Chimeline and
AND ALL AND ADDRESS OF THE ADDRESS O	64 40 5000	Gunnium 10 flee tenders	Unco	17.10.2000	The second second second
communication and an experience of the	PAR .	Interest.	5.000000	A STATE OF THE PARTY OF THE PAR	THE RESERVE OF THE PARTY OF THE
HONDURAS & COSTA RI	NA	Adnim 10/50( for tender)	Onco	31.08.2000	Submitted
ECUADOR	29.08.2000	Fytosid 100 mg( for lender)	Onco	31 08 2000	Submitted
ECUADOR	29.08.2000	FivoRe 250( for tender)	Onto	31 08 2000	Submitted
ECUADOR	29.08.2000	Pivona 250( for tender)	Onen	31.08.2000	Submitted
ECUADOR	29,08.2000	Zexate Ing 50 mg( for tender)	Caso	31.08.2000	Submitted
ECUADOR	29.08.2000	Zexale 2.5 mg Tab( for tender)	Onco	31 08 2000	
ECUADOR	29.05.2000	tptaxet 30 mg( for tender)	Once	31.00 2000	Submitted
EGUADOR	29.08.2000	Cytarine 100mg ( for tender)	Onco	31.08.2000	Submitted
ECUADOR	29.08.2000	Cytarine 500mg ( for lender)	Onco	31.00.2000	Sobmitted
ECUADOR	29.08.2000	Cylarine 1g ( for lender)	Once	31.08.2000	Committee
CONTRACTOR OF THE PARTY OF THE	20.05.2000	Emouring tab ( for tender)	Once	71.00 SERVE	- GWOIIIIII
ECHADOD	20 08 2000	Kemocarb 150 f for lander)	The Company of the Co	21.00.2000	Character and
ELECTRICAL PROPERTY.	26 08 2000	Xegoodal 10 I for tender)	LANDO	- 1 2 1 UG 2 UGV -	- Sub-
FOURDON	20.08.2000	Ledovan Tab 50 mp ( for lender)	Unco	31,00.2000	augmente
PLANTING MENT CHINES	95 80 1008	Cetanii tabiei (tender papers)	Non-Cinco	75.09.1980	- Summiner
COMMENT AND INCOMES OF THE PARTY OF THE PART	25 80 1008	Damosy Cansules (lander oppers)	Non-Onco	Ka'na' (aso -	- Securities
	24 64 2004	Irinotel 40 & 100 (For tender)	Onco	Z4.U4.Z4V1	Supinere
pent.	21.84.2001	Kemptarb 150 \$450( lender)	Unco	24.04.2001	audilline
P. C. College	21.64.2501	(Cempolat 18mo/20m) (tender)	Unco	24.04.2001	outmittee
DESCRIPTION OF THE PROPERTY OF	21 04 2001	Danelaxel 28 &80 (For lender)	Onco	24.04.2001	Submitte
market 1	24 04 2004	Adrim 10 & 50 (For tender)	Onco	24.04.2001	350 (2011)
Section 18, 3.3.	24 24 2024	Eutocid 100 /For tender!	Unco	64 . 64 . E. 64	THE RESIDENCE OF THE PARTY OF T
Part No.	24 04 2001	Figoto 250 mg (For leader)	unco	24 04 5001	QDQIOINIO
DEDL	21.04.2001	Zeszte 15 (For tender)	Unco	24.04.2001	Submitte
and distance to the second sec	WA WA DRAW.	beloved 3D (For Inches)	1,2000	ZN UN ZUU I	- Gentlette
and the second of	24 04 2003	Torotol 4 (Enc tender)	Unco	24.04.200	Submitte
Cartill Record Co. 1	04 04 2004	Ladous on CD /Eng Introduct	CHACK	24.04.2001	COLUMN TO A STREET OF THE STREET
menu.	24 04 2004	Gunstam 20 (For tender)	Urvco	24.04.2001	- Summare
W. Annex makes in Albert	12 07 2000	Ledovan 50 mc (tender)	Onco		- Owelliene
LIGHTSHAY	13.07.2000	Zexate Tab.2.5(tender)	Onco	11.08.2000	Submitte

### DOSSIERS SUBMITTED. FROM FEBRUARY 2002 TO APRIL 2003

SINe Country	Products	No. of dossiers	The property of the property	
1Thailand	Topolel, 4	CONTRACTOR OF	\$ 110	10 00 00 0
zJamaica				
3 Philippines	Vinterbine 10 & 50  Damoxy 8P 250 Damoxy 8P500 Names 89200 Names 70400		·	04 02 2002
4. Liberia	Damoxy BP 250 Damoxy BP500 Nuren BP200 Nuren BP400 Contrastin 75%/ 100 pt Radiopages 2000-551 Nuren BP400		-2	28.02.2002
5Nepai	Contrastin 76%/ 100 ml Radiopaque 300mgi/ml (100ml)	4	4	06.03.2002
	Radiopaque 350mgi/mi (100mi)	. 0	. 6	08.02.2002
	ediopaque 300mgt/mi (40mi)			11.03.2002
6T&T				
		. 6	. 6	18.03.2002
	Contract of the Contract of the Hills Contract of Hills Contract of the Hills Contract o			
7 Macan	Cytarine B.P. 500 mg Cytarine B.P. 1g			
S Pero	Kemocaro 450 Radiopague 300 (40 mi)	2	2	25 03 2000
	11711-1-1-1-1	5	5	20 03 3002
W Gue	Cytanne -100 Vinelbine-10 Vinelbine-50 Intaxet -260			59.03.2002
# ##Q	AURIM 10 mg ADRIM 50 mg FYTOSID 100 mg	5	11	16 02 02
	FIVORLU 250 mg (amp.) KEMOPLAT 10 mg			19.03 5005
	KEMORIAT 50 mg ZEVAYE 3.5			
10T&T	KEMOPLAT 10mg/20 ml FIVOFLU 500 mg(Amp.)	0.20	28	
	KEMOCARB 450 mg	a 3	3	18.03.2002
11, Venezuels & Bar	Ian DAXOTEL 20 x no			C.M. 200 COS
12 Brazil	Partilos 90 & 80		2	02.03.2002
13. Brazil	Parniles 90	1	. 1	28.06.2002
14Brazil	A PROPERTY OF THE CASTOCKE AND MAN	9	7.4	La del Carlos Company (Company)
15 Brazil	Intaxel 30	1	1	12.08.2002
re, Drazii	Intexel 100	1	4	13.00.2002
16Brazil				
17 Burkina Faso	The state of the s	3	40	13.09.2002
18 Burkina Faso	Fylosid 100 mg Leucovonn inj 50 Zexale 50			
1 880		8	8	10.05.2002
10 0	Nuren 200 Nuren 400 Strox 250 Strox 500			
19. Costa Rica	Coxplet 20	6	6	12.04.2000
M. Marie M.	Daxotel 80 trinotel 40 Innotel 100 Topolel 4 Empuring 50		4	12.04.2002
nong Kang	CylannesP 100, 500 & 1 pm	14	22	12 61 2000
	Leucovorin Calcium Inj. 15mg Leucovorin Calcium Inj. 3mg Eylosid 100mg Adrim 10mg and 50mg Zexate 50mg Zexate 15mg Vinorelbine Inj. 10mg &50mg Mesma Injection 200mg Kemoplat (0.5mg)20 &100ml Intexes Inj. 30. 100mp&. 250mg			
1Jordan	Remocaro 150 Kemocaro 450	2	2	26 04 2000
2Jordan	Kemoplat 10mg/20ml Kemoplat 50mg/100ml Zexale 50mg Zexale 500mg	4	4	
40 100 A 200 C	Kemoplat 50mg/100ml Zexate 50mg Zexate 500mg	- 5	75	18.67.2002
aaardan	The state of the s	4		18 07.2002
Kazakhstan				
5,Kazakhstan	- Author to Sou	6	12	03 05 2002
Wangi ta	700 a mosker 50 ,100 6260 Remocars 150 8450			V-0-20112
o Razakhetan	Advim 10 &50	6	12	21.09.2002
	Kemonia: 20 mis 100mi Zaroja 60 km			Comparantes.
Malaysia	Fivefly 250mg &500mg (Viete)	1	90	10 55 5500
B. Malaysia		4		9 06 2002
	ZEXATE-500MG			
	KEMOPLAT 1MG/ML (10 & 50 MG)	T-minimum	T-1111-1-12	24.04.2002
	The same ting of the same tings	-	The second second	50 O# 2089

No Country	Products	No. of dossiers	No. of products	Dossier sent on
9 Mataysia	Part II of stage 3 Kemoplal Injection Ting/ml	1	1	17.07.2002
IO Morocco	Kemoplat 50mg/50ml	4	1	03.05.2002
t Nonel	Emetra 4 & 8mg Bleomycin for Inj. 15 units	2	9	12 07 2002
Property and	Trozei 2.5 mg			25 09 2002
2 . rvepat	Zexate -500		4	31 05 2002
a. Singapore	Nasaret 20 860		9	27 05 2002
14 Sri Canha	For Re-registration		1	12 08 2002
	Tinavate Solution USP Demoxy Ory Syrup BP Alexin Cry Syrup BP Alexin 250 Alexin 500	3		
6 Sedan	ADRIM 10MG	3	3	18.04.2002
SP) 3/ SKS18050 COTTO CONTROL	FIVOFLU 250MG ampaule KEMOPLAT 10MG/20ml			
7 Theiland	Vinareibine 10 850	1	2	26.04.2002
18 Thoiland	Zexale 500	1	.31	Oct 2002
O. Pai Looks	Sirox 250	2	2	09.10.2002
ra ori Lanka		(1/25 H1)(1/1/1/1)	0.00	1120001202
VERTICAL DESCRIPTION OF THE PROPERTY OF THE PR	Strox 500		4	
10. Singapore	Kemoplat 10 & 50 (1mg/ml)		4	29 40 2005
1 Venezuela	Cytarine 100/500/1 g	:: <u> </u>	- 13 D - 11 11 10 -	20 10 2002
2Alghanislan	Fivoflu Vials 250 8 500	9	-12	02,11,2002
200	Fytosid 100mg Kemocarb 150 &450 Kemoplat 10/20 &50/100ml Zexate 50 Gynatam 10 Gynatam 20 Ledoxan Tab. 50 mg Zexate Tab. 2.5 mg			
	Alecard 25, 508 100(re-registration)			
44 Burkins Fase	Zexale 2.5 Ledoxan 50	2	. 2	21.11.2002
45 Maldives	Tinavate Cream		5	22.11.2002
	Tinguate Column Alexand 25 Alexand 50 Alexand 100			
16 Nenai	toscan 300 & 370 ( 50 & 100 ml for both strength)	T	4	27 11 2002
47 Matavara	Stage 3 Fivoflu Injection 250 & 500 (Viets)		. 2	10 12 2000
48 Maldives	Alexin dry syrup Atexin 250 Alexin 500	3	3	11.12.2002
19 Philippines	Dayotel 26 &80	4	2	13.12.200
50 Philippines	Re-registration		8	16.12.200
E. 6265	Gynalam Tablets 10 & 20 mg Mesna Injection 200 Adrim Injection 10 & 50 mg Fytosid Injection 100 mg FivoRu Injection 250 & 500 mg (Ampoules) Ledoxan Injection 200			
51 IRAO	Ledovan Injection 200 Ledovan Tubs 50 mg Cytarin 100 Ipamide Injection		6	27 12 200
52 IRAQ	() (2.7 H)(() (3.7 C)() ()	6		27 12 200
REAL POOR	Mesna Injection Leucovorin Calcium Injection USP 3mg Leucovorin Calcium Injection USP 15mg Leucovorin Calcium Injection USP 50mg			
53Myanmar	Vinebine -10	2	2	23.12.200
COMMUNICATION CONTRACTOR	Vinelbine - 50			
54. Malaysia	Docetaxel Injection 20mg and 80mg	2	4	27.12.200
	Topotel Injection 4mg and 2.5mg			
55 Peru	Leucovorin Calcium Injection USP 50mg	2	2	30 12 200
30 - 5 V Wallie	Mesna Injection 200mg		- The state of the	
KE Inmaire	Itinotel 408-100	00.4 cm.com		15.01.200
DO SHITIAILS	Zexate 15 &500 Empurine Gynatam 10 &20 mg			
57Venezuela	Kemoplat 10 and 50 (1 mg/ml)	2	6	27.01.200
	Irinotel 40 & 100 Topolel 2.5 & 4			
58 Mexico		5	15	03.02.200
	trinolet 40 & 100 Fiveflu 5ml amp., 5ml vial, 10ml amp. : 10ml vial Cylarine 100 mg, 500 mg and 1 g. Kemoplal 20 100ml, 10ml and 50ml	and.		

	Country	Products	Na. of dossiers	No. of products	Dossier sent on
о <u>в</u>	-Kazakhstan	Infaxel 30, 100 & 260	6	12	07.02.2003
60	Colombia	Vinelbine 10 & 50, Fivefly Visis 250 6500 Cyterine 100 mg 500mg & 1g		13	02 2003
51	El Salvador	Mesna Vinelbine 10 & 50 Zexate 50 Gynatam 10 Adrim 10mg & 50mg Cytarine 100mg, 500mg & 1g Kemocarb 150mg & 450mg		19	10.03.2003
2	Zimbabwe	Fivoflu 5ml Amp, & 10ml Amp, Fivoflu 5ml Vial & 10ml Vial Intaxel 30mg, 100mg & 260mg Fytosid Injection Cytanne 100 mg	1	1	27 03 2001
	Ulhuania	DOMOSCI EU GOU	4	P	
		Kemoplat 20 & 100 ml Kemocaro 150 & 450	4	8	11.04.2002
5	Ukraine	Daxolel 20 & 80 Innotel 40 & 100	2	4	18 04 2000
1	El Salvador	Daxotel 20 &80	1	2	02.04.2003
5B	Sri Lanka				
		Ulgel Tablet -Cardamom flavour Ulzol Capsule IP	2	2	23.04.2003

Dated this the 17th day of October 2003. (By order of the Court)

Sd/-Joint Registrar (Co.) for Registrar Examiner

DASTI

No. 18 / 48 / T

From:

The Registrar General Delhi High Court, New Delhi Dt. 03 / 10 / 08

To, Sh. Sudhir K. Makar & Associates Advocate D-16 H, Hauz Khas, New Delhi-110016

Sub: C. P. 324/03

IN THE MATTER OF M/S, DABUR INDIA LTD.

I am directed to forward herewith a copy of order passed by the Hon'ble Company Judge on 22/09/2008 for information and necessary compliance.

Please acknowledge the receipt.

Yours faithfully,

Sd/-

% 22.09.2008

Admn. Officer Judl. (Co.) for Registrar General

Present : Mr. S. K. Makkar, Advocate, for the applicants

Ms. Manisha Tyagi, Advocate for the Official Liquidator

Mr. Raisuddin, Asstt. Registrar of Companies

### +CA No. 1243/2007 In CP 324/2003 & CA No. 1247/2007 In CP 325/2003

The petitioner companies had filed Company Petition Nos. 324 & 325/2003 on 7th August, 2003 U/s 391 to 394 of the Companies Act, 1956 praying for sanction of the Scheme of Arrangement between Dabur India Limited (the transferor company) and Dabur Pharma Limited (the transferee company). The registered offices of the aforesaid two companies are located at New Delhi, within the territorial jurisdiction of this court.

2. The proposed Scheme of Arrangement had been approved by the Board of Directors, shareholders and the secured and unsecured creditors of the transferor and the transferee companies. The said Scheme of Arrangement, as proposed, was sanctioned by this court vide order dated 17th October,

The petitioners have thereafter filed the present applications seeking modification of the order dated 17th October, 2003 to the effect that property bearing Plot No. 11, Echelon Institutional Area, Sector-32, Gurgaon, Haryana, which was mentioned at item No. 3 of Schedule-C of the Scheme of Arrangement shall stand omitted from the definition of "Demerged Undertaking" as defined in Clause-1 (c) of the Scheme of Arrangement and shall not form part of the transfer of undertaking contemplated in the Scheme of Arrangement as sanctioned by this court and shall be deemed to have been kept outside the purview of the transfer.

3. The petitioners have contended that this plot was allotted on terms & conditions contained in a lease deed dated 23rd June, 1995. Clause 13 thereof contains a prohibition on transfer of the plot / building or any right title and interest therein.

Learned counsel for the petitioner submits that after the sanction of the Scheme, it was realized that in case the plot in question is transferred in the name of the transferee company as part of the Scheme, it may entail the forfeiture of the plot. It is further submitted that petitioners have been given to understand by the Haryana Urban Development Authority that under the terms of allotment, it is not lawful for any allottee to transfer the institutional plot in favour of any body else, even if such transfer is by way of Scheme of Arrangement. The further submission is that this aspect has been considered by the Board of Directors of both the transferor and transferee companies in view of the serious apprehension regarding the stand taken by HUDA with regard to transferability of the plot in question. Consequently, the boards have sought modification of the Scheme of Arrangement to the extent that the said property be kept outside the purview of the undertaking as stipulated in the Scheme of Arrangement.

Learned counsel further submits that these prayers would be in the larger interest of the transferor and transferee companies and their shareholders, who are stated to be substantially the same, the said property be kept outside the purview of the Scheme of Arrangement. It is further proposed that an amount of Rs.3,66 crores representing the value of the property at the time of demeger, inclusive

of costs incurred by the transferor company for improvement of the said property in the meantime, be debited to the account of the transferor company on account of withdrawal of the said property from the Scheme. Copies of the resolutions dated 24th October, 2007 and 26th October, 2007 passed by the Board of Directors of the transferor and transferoe companies whereby they approve the proposed amendment to the Scheme of Arrangement have been filed on record.

- 4. The petitioners have pointed out that the property in question had been acquired by the transferor company at a tentative price of Rs.1.88 crores. Its valuation under the Scheme was fixed as Rs. 3.10 crores and a further expense of Rs.56 lacs is stated to have been incurred towards improvement of the property. Consequently, valuation of the property has been fixed at an amount of Rs. 3.66 crores as of now. Reliance is also placed on the balance sheet of the company as on 31.03.2007, which has been placed on record, according to which the fixed assets of the transferor company are to the tune of Rs.379 crores and the net profit after taxation and before extraordinary Item is to the tune of Rs. 282 crores. The reserve and surplus of the transferor company are to the tune of Rs.393 cores.
- It would, therefore, appears that so far as the creditors of the transferor company are concerned, their interest is not adversely affected in any manner by the aforesaid modification in the Scheme.
- 6. The proposed amendment in the Scheme of Arrangement was approved by the secured and unsecured creditors of the transferee company and the requirement of convening the meetings of the shareholders to approve the amended Scheme was also dispensed with since the interest of the shareholders was suitably protected as the property prices rose considerably in the meantime. Accordingly, the meetings of the shareholders, secured and unsecured creditors of the transferee company were dispensed with since their respective interest were adequately protected and were not adversely affected in any manner by the aforesaid modification of the Scheme of Arrangement.
- 7. So far as the transferor company is concerned, the requirement of convening the meeting of the secured creditors was dispensed with in view of their written no objection certificates placed on record. However, vide order dated 11 th March, 2008 the meeting of the equity shareholders and unsecured creditors of the transferor company was directed to be convened on 18th May, 2008 to consider and approve the proposed amendment to the Scheme of Arrangement The meetings as directed, were convened and the Chairpersons appointed for the meetings have submitted their reports, placing on record the approval given by the equity shareholders and the unsecured creditors to the Scheme of Arrangement.
- So far as the Official Liquidator and the Regional Director, Norther Region are concerned, Ms. Manisha
  Tyagi, Advocate and Mr. Raisuddin, Asstt. Registrar of Companies have respectively appeared on
  their behalf and on examination of the application have stated that they have no objection to the
  proposed amendment / modification in the Scheme of Arrangement which was sanctioned by this
  court vide order dated 17th October, 2003. No legal impediment to the grant of these applications is
  urged.

It is noteworthy that Dabur Pharma Limited - the transferee company is a wholly owned subsidiary of Dabur India Limited the transferor company. The Scheme of Arrangement sanctioned by this court on the 17th of October, 2003 postulates transfer of pharmaceutical undertaking of the transferor company on a going concern basis into the transferee company and the Dabur India Limited - the transferor company would then focus on the remaining business. It is pointed out that a substantial number of the shareholders of the companies are common and the modification would be in the larger interest of the shareholders.

Consequently, in view of the approval granted to the amendment to the Scheme of Arrangement by the equity shareholders, secured and unsecured creditors of the transferor and transferee companies & their being no objection to the same by the Official Liquidator and the Regional Director the application is allowed and order dated 17th October, 2003 is amended to the effect that property bearing Plot No. II, Echelon institutional Area, Sector-32, Gurgaon, Haryana, which was mentioned at Item No. 3 of Schedule-C of the scheme of Arrangement shall stand omitted from the definition of "Demerged Undertaking" as defined in Clause-1 (c) of the Scheme of Arrangement and shall not form part of the transfer of undertaking. The said property have been kept outside the purview of the transfer.

The application stands disposed of in the above terms.

Dasti.

GITA MITTAL September 22, 2008

### IN THE HIGH COURT OF DELHI AT NEW DELHI

### ORIGINAL COMPANY JURISDICTION

### COMPANY PETITION NO 181 OF 2006

### CONNECTED WITH

### COMPANY APPLICATION NO. 90 OF 2006

### MEMO OF PARTIES

### IN THE MATTER OF SCHEME OF AMALGAMATION AND ARRANGEMENT BETWEEN:

BALSARA HYGIENE PRODUCTS LIMITED a Company incorported under the Companies Act, 1956 having its Registered Office at Survey No. 225/4/1, Village Sayli, Dadra & Nagar Haveli, Dist. Silvassa, Silvassa (U.T.) - 396 240

... Transferor Company No.1

### AND

BESTA COSMETICS LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Survey No. 225/4/1, Village Sayli, Dadra & Nagar Haveli, Dist. Silvassa, Silvassa (U.T.) -396 240

... Transferor Company No. 2

### AND

BALSARA HOME PRODUCTS LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Balsara House, 43, Nagindas Master Road, Fort, Mumbal - 400 001

... Transferor Company No. 3

DABUR INDIA LIMITED, a Company incorported under the Companies Act, 1956 having its Registered Office at 8/3, Asaf Ali Road, New Delhi - 110002 ....Petitioner/Transferee Company

(MAHESH AGARWAL)
AGARWAL LAW ASSOCIATES
34, BABAR LANE FIRST FLOOR
BENGALI MARKET,
NEW DELHI - 110 001
PH.: 23354330, 23738122

New Delhi

Date: 22/7/2006

## IN THE COURT OF DELHI AT NEW DELHI ORIGINAL COMPANY JURISDICTION COMPANY PETITION NO. 181/2006

in the matter of The Companies Act, 1956;

under Sections 391 to 394 of the Companies Act, 1956;

Scheme of Amalgamation of : M/s Dabur India Limited ...

Petitioner/Transferee Company Mr. Mahesh Aggarwal Adv. Mr. R.D. Kashyap, Dy. ROC. Ms. Manisha Tyagi, Adv. for the O.L.

### SANJIV KHANNA J. (ORAL)

- This petition under Sections 391-394 of the Companies Act, 1956 (hereinafter referred to as the Act) has been filed by M/s Dabur India Limited (hereinafter referred to as the Transferee Company).
- 2 The registered office the transferee company is located in Delhi, within the jurisdiction of this Court.
- I am informed that similar petitions were filled by M/s Balsara Hygiene Products Limited, M/s Besta Cosmetics Limited and M/s Balsara Home Products Limited (hereinafter collectively referred to as the Transferor companies) before the Mumbai High Court and the scheme has been sanctioned and approved vide order dated 8.9.2006, subject to order being passed in case of the transferee company.
- 4. The transferee company had earlier filed CA(M) No. 90/2006. The said application was disposed of vide order dated 10.5.2006. This Court dispensed with the requirement to convene and hold meeting of the secured creditors of the transferee company in view of the consent letters/no objection certificates given by the secured creditors. However, meetings of the shareholders and unsecured creditors of the transferee company were directed to be held.
- 5 The aforesaid meetings as directed were held and the Chairperson appointed by this Court has filed his report.
- As per the said report, the meeting was attended by 1213 shareholders, 140 votes were declared to be invalid and out of 1073 votes casts, 1071 shareholders had voted in favour of the scheme and two shareholders had voted against the scheme. The shareholders who have voted in favor of the scheme together hold 4,35,391,733 shares. The two shareholders who voted against the scheme hold only 8 shares. The schome was therefore, approved by 99.81% of the shareholders present and voting.

- 7. Similarly, the meeting of the unsecured creditors was attended by 116 unsecured creditors. Two votes were declared to the invalid. 113 unsecured creditors representing Rs. 520,554,981 of the amount due and payable by the transferee company had voted in favor of the scheme. One unsecured creditors to whom Rs. 770408 was payable had voted against the scheme. The scheme was approved by 99,85% unsecured creditors present and voting.
- After filing of the present application, citations were directed to be published. As per affidavit of service, citations have been published in the newspapers 'The Statesman' (English) and "Jansatta" (Hindi).
- Notice was also issued to the Regional Director(NR). The Regional Director has filled his report pointing out that the two shareholders having 8 shares have voted against the scheme. Similarly it is stated that one unsecured creditor to whom Rs. 770408/- was due and payable by the transferee company has voted against the scheme.
- It is clear from reading of the report of the Regional Director that except stating
  the factual position and informing this court that two shareholders and one
  unsecured creditor had voted against the scheme, no objection has been raised.
- 11. Having regard to the averments made in the petition, the material placed on record and the affidavits filed on behalf of the company, I am satisfied that the prayer made in the petition deserves to be allowed. I do not find any legal impediment to sanction the scheme for amalgamation. Hence sanction is hereby granted to the scheme of amalgamation under Sections 391-394 of the Act. The transferee company will comply with statutory requirements in accordance with law. Copy of this order be filed with the Registrar of companies within 5 weeks. It is also clarified that this order will not be construed as granting exemption from payment of stamp duty and/or transfer fee etc. payable in accordance with law.
- The petition is disposed of.

DASTI

September 12, 2006 RN Sd/-

Sanjiv Khanna, J.

### IN THE HIGH COURT OF DELHI AT NEW DELHI

### ORIGINAL JURISDICTION

### IN THE MATTER OF THE COMPANIES ACT, 1958

### AND

### IN THE MATTER OF SCHEME OF AMALGAMATION/ARRANGEMENT

OF

### IN THE MATTER OF

M/s Balsara Hygiene Products Ltd. having its Regd. Office at Survey No. 225/4/1, Village Sayli, Dadra & Nagar Haweli, Diett. Silvassa, Silvassa (U.T.) - 396 240

Transferor Company No. 1 (Outside the jurisdiction of this Court)

### IN THE MATTER OF

M/s Besta Cosmetica Ltd., having its Regd. Office at Survey No. 225/4/1, Village Sayli, Dadra & Nagar Haveli, Distt. Silvassa, Silvassa (U.T.) -396/240

Transferor Company No. 2 (Outside the jurisdiction of this Court)

### IN THE MATTER OF

M/s Balsara Home Products Ltd., having its Regd. Office at Balsara House, 43, Nagindas Master Hoad. Fort, Mumbai - 400 001

Transferor Company No. 3 (Outside the jurisdiction of this Court)

WITH

### COMPANY PETITION NO. 181/2006 CONNECTED WITH COMPANY APPLICATION (M) NO. 90/2006

### IN THE MATTER OF

M/s Dabur India Ltd. , having its Regd. Office at 8/3, Asaf Ali Road, New Delhi - 110 002

Petitioner/Transferee Company (Within the jurisdiction of this Court)

BEFORE HON'BLE MR. JUSTICE SANJIV KHANNA DATED THIS 12TH DAY OF SEPTEMBER, 2006

### ORDER UNDER SECTION 394 OF THE COMPANIES ACT. 1956

The above petition coming up for hearing on 12/9/06 for sanction of scheme of smalgamation/ arrangement proposed to be made of M/s Balsara Hygiene Products Ltd., M/s Besta Cosmetics Ltd. and M/s Salsara Home Products Ltd. (hereinafter referred to as the Transferor Companies) (Outside the jurisdiction of this Court) with M/s Dabur India Ltd. (hereinafter referred to as the Transferee Company) (within the jurisdiction of this Court), upon reading the said petition, the order dt. 10/5/06 whereby the requirement of convening and holding the meetings of the secured creditors of Transferee Company was dispensed with and the meeting of shareholders and unsecured creditors of the Transferee Company was ordered to be convened for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of smalgamation/arrangement, annexed to the affidavit of Sh. A.K. Jain, Additional General Manager (Finance) and Company Secretary of the petitioner company filed on the 8th day of May, 06 and the publication in the newspapers namely (1) Statesman (English) (2) Jansatta (Hindi) both dt. 8/6/06 each containing the advertisement of the said notice of the petition convening the said meetings directed to be held by the said order dt. 10/5/06, the reports of Sh. Raman Kapoor, Chairperson filed on 4/7/06 showing the publication and despatch of the notices convening the said meeting, the reports of the chairperson of the said meetings as to the result of the said meetings and upon hearing Sh. Mahesh Aggarwal, Advocate for the petitioner, Mr. R. D. Kashyap, Dy. Registrar of Companies and Ms. Manisha Tyagi, Advocate for the Official Liquidator and it appearing from the report that the proposed scheme of smalgamation/arrangement has been approved by 99.81% and 99.85% respectively without any modification by the said shareholders and unsecured creditors of the Transferee Company present and voting either in person or by proxy and upon reading the affidavit dated 7/9/2006 of Sh. Rakesh Chandra, Regional Director Northern Region, Ministry of Company Affairs, Noida on behalf of Central Government stating interalia that the Central Government has no objection to the proposed scheme of amalgamation/ arrangement. However, he has pointed out the factual position that the two shareholders having 8 shares have voted against the scheme and one unsecured creditors to whom Rs. 7,70,408/- was due and payable by the Transferee Company has voted against the scheme and there being no investigation proceedings pending in relation to the petitioner company under Section 235 to 251 of the Companies Act, 1956. The scheme of amalgamation/ arrangement in respect of the Transferor Companies has already been sanctioned by Mumbai High Court vide order dt, 8/9/2006.

THIS COURT BOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION/ ARRANGEMENT setforth in Schedule-I, annexed hereto and BOTH HEREBY DECLARE the same to the binding on all the shareholders and creditors of the Transferee Company and all concerned and does approve the said scheme of amalgamation/arrangement with effect from the appointed date i.e.1/4/2006

### AND THIS COURT BOTH FURTHER ORDER:

- That all the property, rights and powers of the Transferor Companies specified in the first, second and third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Companies be transferred without further act or deed to the Transferoe Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferoe Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now effecting the same; and
- That all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant in Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
- That all the proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company; and
- 4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given such notice of dissent as is required by clause 5.1, 5.2 & 5.3 given in the scheme of amalgamation/arrangement herein the shares in the Transferee Company to which they are entitled under the said amalgamation/arrangement; and
- 5. That the Transferor Companies do within 5 weeks after the date of this order cause a certified copy of this order alongwith the certified copy of order dt. 8/9/06 of Mumbai High Court in respect of Transferor Companies to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Companies shall be dissolved without the process of winding up and the Registrar of Company shall place all documents relating to the Transferor Companies and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said transferor and Transferee Companies shall be consolidated accordingly; and
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

### SCHEDULE - 1

# SCHEME OF AMALGAMATION AND ARRANGEMENT OF BALSARA HYGIENE PRODUCTS LIMITED AND BESTA COSMETICS LIMITED AND BALSARA HOME PRODUCTS LIMITED WITH DABUR INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS

This Scheme of Amalgamation and Arrangement provides for the amalgamation of Balsara Hygiene Products Limited, Besta Cosmetics Limited and Balsara Home Products Limited with Dabur India Limited pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, 1956.

### Definition

- 1.1 "Act" means the Companies Act, 1966 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.
- 1.2 "Appointed Date" means the 1<sup>st</sup> day of April, 2006 or such other date as may be approved by the High Court of Judicature at Bombay and High Court of Delhi or any other appropriate authority.
- 1.3 "Balsara Hygiene" or "BHPL" means Balsara Hygiene Products Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Survey No. 225/4/1, Village Sayti, Dadrz & Nagar Haveli, Dist. Silvassa, Silvassa (U.T.), 396 240.
- 1.4 "Besta" means Besta Cosmetics Limited having its registered office at Survey No. 225/4/1, Village Sayli, Dadra & Nager Haveli, Dist. Silvassa, Silvassa (U.T.). 396 240
- 1.5 "Balsara Home" means Balsara Home Products Limited having its registered office at Balsara House, 43, Nagindas Master Road, Fort, Mumbai – 400 001.
- 1.6 "Dabur" or "Transferee Company" means Dabur India Limited having its registered office at 8/3, Asaf Ali Road, New Delhi-110002.
- 1.7 "Effective Date" means the dates on which certified copies of the Orders of the High Court of Judicature at Bombay and High Court of Delhi or any other appropriate authority under Sections 391 to 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra at Mumbai, Registrar of Companies, Gujarat at Ahmedabad and the Registrar of Companies, NCT of Delhi & Haryana at New Delhi respectively.
- 1.8 "High Court" means the High Court of Judicature at Bombay and High Court of Delhi and such other High Court having jurisdiction in the matter.
- 1.9 "Record Date" means the date to be fixed by the Board of Directors of Dabur for the purpose of issue of Equity Shares to the Equity Shareholders of BHPL.
- 1.10 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation and Arrangement in its present form submitted to the High Court or any other

appropriate authority or with any modification(s) made under Clause 15 of this

1.11 "Transferor Companies" or "Balsara Group Companies" means BHPL, Besta and Balsara Home collectively.

### 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

### SHARE CAPITAL 3.

3.1 The share capital of BHPL as on March 31, 2005 is as under:

(Amount in Rs. Lacs) As on March 31, 2005

Authorised Capital

5,000,000 Equity Shares of Rs. 10 each 500.00

500.00

Issued, Subscribed and Paid-up

3,880,800 Equity Shares of Rs. 10 each

388:08 388.08

As on date, 3,860,400 equity shares of Rs 10/- each fully paid-up are held by Dabur, making BHPL the subsidiary of Dabur, and 4 equity shares of Rs. 10/each fully paid-up are held by Balsara Home jointly with its nominees.

3.2 The share capital of Besta as on March 31, 2005 is as under:

(Amount in Rs. Lacs)

As on March 31, 2005

Authorised Capital

1,200,000 Equity shares of Rs 10 each 120.00

120.00

Issued, Subscribed and Paid up

900,000 Equity Shares of Rs. 10 each 90.00

90.00

As on date, 431,800 equity shares of Rs 10/- each fully paid-up are held by Dabur and 19,196 equity shares of Rs 10/- each fully paid-up are held by Balsara Home and 449,000 equity shares of Rs 10/- each fully paid-up are held by BHPL and 4 equity shares of Rs.10/- each fully paid-up are held by Balsara Home jointly with its nominees.

### 3.3 The share capital of Balsara Home as on March 31, 2005 is as under:

	featurement arrains mesent
	As on March 31, 2005
Authorised Capital	
14,400,000 Equity Shares of Rs. 10 each	1440.00
600,000 6.5% Non-Cumulative redeemable preference sha	ires
of Rs.10 each	60.00
	1500.00
Issued, Subscribed and Paid-up	50958000
2,450,011 Equity Shares of Rs. 10 each	245.00
600,000 6.5% Non-Cumulative redeemable preference sha	ares
of Rs 10 each	60.00
35.0000 10 10	305.00
	-

Subsequent to March 31, 2005, the company has issued 10,000,000 equity shares of Rs 10/- each fully paid-up.

As on date, 159,300 equity shares of Rs 10/- each fully paid-up are held by BHPL and 12,290,711 equity shares of Rs 10/- each fully paid-up are held by Dabur along with its nominees.

### 3.4 The share capital of Dabur as on March 31, 2005 is as under:

	As on March 31, 2005
Authorised Cepital	
500,000,000 Equity Shares of Rs. 1 each	5,000.00
	5000.00
Issued, Subscribed and Pald-up	200 000 400
286,419,713 Equity Shares of Rs. 1 each	2864.20
The state of the s	2864.20
	The state of the s

Subsequent to March 31, 2005, the company has issued 231,679 equity shares of Re 1 each fully paid-up to employees under Employees Stock Option Scheme and 286,651,392 equity shares of Re 1 each as bonus shares. Consequently, the Authorised Share Capital of the Company has also been increased. The revised Share Capital of Dabur is as under:

(Amount in Rs. Lacs)

(Amount in Rs. Lacs)

(Amount in Rs. Lacs)

Authorised Capital	(minosite it voi Esca)
1,250,000,000 Equity Shares of Rs. 1 each	12,500.00
	12,500.00
Issued, Subscribed and Paid-up	ANTESCO)
573,302,784 Equity Shares of Rs. 1 each	5733.03
	5733.03

### 4. VESTING OF UNDERTAKINGS

4.1 With effect from the Appointed Date, the entire business and whole of the undertakings of the Transferor Companies including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature including but not

limited to any brand name, trade mark or copy right, registrations, permits, quotas, approvais, actionable claims, all rights / title or interest in property(ies) by virtue of any court order / Decree, contractual arrangement, allotment, grant, possession or otherwise,lease, tenancy rights, permissions, incentives, Econses including but not limited to export license, import license, Industrial and other licenses, bids, tenders, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexas, e-mail, internet, leased line connections and installations, all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, cales and advertising meterials, list of present and former customers and suppliers, customer credit information 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 Courts 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. The benefit of all brands, copyrights, trademarks, actionable claims, all rights / title or interest in property(ies) by virtue of any court order / Decree, contractual arrangement, allotment, grant, possession or otherwise, statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax registrations or other licences and consents shall wast in and become available to Transferes Company pursuant to this 3cheme.

- 4.2 With effect from the Appointed Date, eli debis, liabilities, contingent liabilities, duties and obligations of the Transferor Companies as on the close of business on the date preceding the Appointed Date whether or not provided in the books of the Transferor Companies shall be deemed to be the debt, liabilities, duties and obligations of the Transferoe Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this subclause.
- 4.3 In respect of all the movable assets of the Transferor Companies and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferoe Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferoe Company to the end and intent that the property and benefit therein passes to the Transferoe Company with effect from the Appointed Date.
- 4.4 Such delivery and transfer shall be made on a date mutually agreed upon between the respective Boards of Directors of the Transferor Companies and the Transferee Company. However such date shall be within thirty days from the Effective Date.
- 4.5 In respect of any intengible moveable assets of the Transferor Companies other than those mentioned in Clause 4.3 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Companies shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the High Court of Judicature at Bombay and High Court of Delhi having sanctioned this Scheme between the Transferor Companies and the Transferee Company under Section 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

4.6 It is clarified that since the Transferee Company beneficially owns over 90% of the Issued share capital of the Transferor Companies, the transfer of the undertakings of the Transferor Companies, in pursuance of this Scheme shall be eligible to the benefit under Notification No. 1, dated January 16, 1937 issued under Section 9(a) of the Indian Stamp Act, 1899.

### 5. DISCHARGE OF CONSIDERATION

- 5.1 Upon this Scheme becoming operative and in consideration of the amalgamation, Dabur shall issue and allot to the equity shareholders of BHPL, other than the Transferee Company holding fully paid up equity shares in BHPL and whose name appears in the Register of Members of BHPL as on the Record Date, his/her heirs, executors, administrators or the successors-in-title, as the case may be, 7 ( seven) Equity Share(s) of the face value of Re. 1 each of Dabur credited as fully paid-up, for every 2 (two) Equity Shares of the face value of Rs. 10 each of BHPL.
- 5.2 It is clarified that no Equity Shares will be issued to Dabur in its capacity as share-holder of BHPL since Dabur cannot issue shares to itself.
- 5.3 It is further clarified that, save and except as provided in clause 5.1 above, shares of the Transferor Companies held by the Transferee Company on the Record Date shall be cancelled without any further act or deed, and the Transferee Company shall not issue shares to the extent of shares held by itself in the Transferor Companies as well as shares held by the Transferor Companies inter-se as on the Record Date.
- 5.4 The shareholders of BHPL, to whom equity shares are to be issued by the Transferee Company pursuant to Clause 5.1 above shall be issued in dematerialized form. However, shareholders of BHPL shall have an option to receive the certificate(s) of shares or receive credit in their demat accounts. Those, who wish to receive their equity shares in dematerialized form, shall provide all details relating to their account with depository participant, to the Transferee Company. In case no response is received, the Transferee Company shall issue the shares in the form in which the BHPL shares were held as on the Record Date by the concerned shareholder.
- 5.5 Any fraction arising on Issue of Equity Shares as above will be rounded off to the nearest integer.
- 5.6 The Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company.
- 5.7 The Transferee Company 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 BHPL under the Scheme.
- 5.8 The approval of this Scheme by the shareholders of the Transferee Company shall be

deemed to be due compliance of the provision of Section 81 (1A) and other relevant and applicable provision of the Act for the issue and allotment of Equity Shares by Dabur to the shareholder of BHPL, as provided in this Scheme.

### 6. ACCOUNTING TREATMENT IN THE BOOKS OF DABUR

- 6.1 On the Scheme becoming effective, the Transferee Company shall account for the merger in its books of accounts as under:
- (a) The face value of Equity Shares issued pursuant to Clause 5.1 above will be recorded as Share Capital.
- (b) The investments held by Dabur in the Transferor Companies as well as investments held by the Transferor Companies inter-se will stand cancelled and there shall be no further obligation/outstanding in that behalf;
- (c) All the assets and liabilities as on the Appointed Date, recorded in the books of the Transferor Companies shall be recorded by the Transferoe Company at their book values as appearing in the books of the Transferor Companies;
  - It is clarified that the above assets will not include the inter-se shareholding between the Transferor Companies, which will stand cancelled.
- (d) Inter-company balances if any, will stand cancelled;
- (e) The difference between the value of shares issued as per sub-clause (a) above and the book value of net assets taken over as per sub-clause (c), after accounting for the cancellation in sub-clauses (b) and (d) above shall be debited to the Share Premium Account, the Capital Redemption Reserve Account and General Reserve and the balance if any, shall be adjusted against the accumulated credit balance in the Profit and Loss Account;.
- (f) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Companies and the Transferoe Company, the Transferoe Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferoe Company.
- (g) The application and reduction of the Share Premium Account (or any other name by whatsoever called) and the Cepital Redemption Reserve Account, as per sub-clause (e) above, shall be effected as an integral part of the Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

### 7. BUSINESS AND PROPERTY IN TRUST FOR DABUR

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

The Transferor Companies shall carry on end be deemed to have carried on its business and activities belonging to each of the Transferor Companies and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire business and undertakings or the appropriate part thereof belonging to each of the Transferor Companies for and on account of and in trust for the Transferee Company:

ii) All the profits or income accruing or arising to the Transferor Companies or expenditure or losses incurred by the Transferor Companies in respect of its business and activities belonging to each of the Transferor Companies, shall for all purposes be treated and deemed to be the profits or income or expenditure or losses of the Transferor Company as the case may be.

7.2 Dabur 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 Dabur may require to carry on the business of the Transferor Companies.

### a. CONDUCT OF BUSINESS

- 8.1 As and from the date of acceptance of this Scheme by the Board of Directors of the Transferor Companies and the Board of Directors of Dabur till the Effective Date:
- (a) The Transferor Companies shall carry on their business with reasonable diligence and in the same manner as it had been doing hithertofore, and the Transferor Companies shall not alter or expand the business except with the concurrence of Dabur.
- (b) The Transferor Companies shall not, without the written concurrence of Board of Dabur, alienate, charge or encumber any of its properties referred to in Clause 4 above except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Schame by the respective Boards of Directors of the Transferor Companies and Dabur.
- (c) The Transferor Companies shall not vary or after, 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.
- 8.2 With effect from the Effective Date, Dabur shall commence and carry on and shall be authorised to carry on the businesses carried on by the Transferor Companies.

### 9. STAFF, WORKMEN & EMPLOYEES

9.1 On the Scheme becoming operative, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall be deemed to have become

staff, workmen and employees of Dabur 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 Dabur shall not be less favourable than those applicable to them with reference to the Transferor Companies on the Effective Date.

9.2 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 the Transferor Companies shall be transferred to and shall got consolidated with the corresponding funds of Dabur. Dabur shall have 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 the Transferor Companies in relation to such Fund or Funds shall become those of Dabur. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds. Until such time that Dabur creates! arranges for its own funds, Dabur may, subject to necessary approvals and permissions if any, continue to make contributions pertaining to the employees of the Transferor Companies to the relevant fund of the Transferor Companies. Such contributions and other balances pertaining to the employees of the Transferor Companies shall be transferred to the funds created by Dabur on creation of relevant funds/ arrangements by Dabur.

### 10. LEGAL PROCEEDINGS

10.1 If any sult, 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 Dabur, 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.

### 11. CONTRACTS, DEEDS, ETC.

Subject to the other provisions of the Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements and other instruments of what-soever nature to which the Transferor Companies are party, or the benefit to which the Transferor Companies 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 Dabur as the case may be and may be enforced as fully and effectively as if instead of the Transferor Companies, Dabur had been a party or beneficiary thereto.

The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmation or enter into any tripartite agreement, confirmations or novations, to which the Transferor Companies as the case may be will, if necessary, also be a party in order to give format 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 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.

### 12. SAVING OF CONCLUDED TRANSACTIONS

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

### 13. GENERAL TERMS

- 13.1 It is clarified that all taxes payable by the Transferor Companies, relating to the transferred undertaking, from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its VAT and Sales tax returns, Excise & Modvat/ Cenvat returns, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme, if any
- 13.2 In accordance with the Modvat / Cenvat Rules framed under the Central Excise Act, 1944, as are prevalent on the Effective Date, the unutilized credits relating to excise duties paid on inputs/ capital goods lying to the account of the Transferor Companies, if any, shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty payable by it.

### 14. WINDING UP

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

### 18. APPLICATION TO THE HIGH COURT

The Transferor Companies and the Transferoe Company shall, with all reasonable dispatch, make applications to the High Court under whose jurisdiction the registered offices of The Transferor Companies and the Transferoe Company are situated.

for sanctioning this Scheme under Sections 391 to 394 of the Act and for dissolution of the Transferor Companies without being wound up.

### MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Companies and the Transferee Company by their respective Board of Directors may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Courts 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 of Directors). The Transferor Companies and the Transferee Company by their respective Board of Directors shall be 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 order of any other authority or otherwise however arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

### 17. CONDITIONALITY OF THE SCHEME

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

- i) 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 Transferer Companies and the Transferer Company as may be directed by the High Court.
- ii) The sanction of the High Court under Sections 391 to 394 of the said Act in favour of the Transferor Companies and the Transferee Company under the said provisions and to the necessary Order under Section 394 of the said Act being obtained.
- iii) Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai, Registrar of Companies, Gujarat at Ahmedabad and the Registrar of Companies, NCT of Dethi & Haryana at New Dethi by Transferor Companies and the Transferee Company respectively.

### 18.º EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals referred to in Clause (16) not being obtained and/ or the Scheme not being sanctioned by the High Court of Judicature at Bombay or the High Court of Delhi or such other competent authority, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

### COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any of the Transferor Companies and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

### SCHEDULE-II

### SCHEDULE

### Balsars Hygiene Products Limited

### PART I

(Description of the freehold property of the transferor company)

### 1. Land

Holiday Home

Villa No. 18, P.O Reiz Magos,

Near Bamboo Motel, Verem Berdez, Goa 403 114

### 2. Building

- a. Head office, 43 N.M Road, Fort, Mumbai
- Holiday Home, Villa No. 18, P.O Reiz Magos,
   Near Bamboo Motel, Verem Berdez, Goa 403 114

### PART II

(Description of the lessehold property of the transferor company)

### 1. Land

R&D Centre

B/67, Road No- 16, Wagle Ind. Estate,

Kasan Nagar No. -02, Thane - 400 604

### 2. Building

- a. R&D Centre, B/67, Road No. 16, Wagle Ind. Estate,
   Kasan Nagar No 02, Thane 400604
- b. North Zone, A 5&6 , Pragati Chambers, Ranjit Nagar, Delhi

### PART III

(Description of all stocks, debentures and other charges in action of the transferor company)

### 1. Fixed Assets

- a. Goodwill
- b. Plant and Machinery
- c. Factory Equipments and Appliances
- d. Electrical Installations
- e. Furniture and Fixtures
- f. Office Equipments
- g. Air Conditioners
- h. Vehicles
- i. Trademarks

### 2. Investments

- a. 449,000 shares of Rs. 10 each in Besta Cosmetics Ltd
- b. 159,300 shares of Rs. 10 each in Balsara Home Products Ltd.
- c. 600,000, 6.5% convertible preference shares of Rs. 10 each in Balsara Home Products Limited
- d. 1,000 shares of Rs. 10 each in Saraswat Co-Op Bank Limited

### Cash and Bank Balances

### 4. Loans and Advances

### SCHEDULE

### Besta Cosmetics Limited

### PART I

(Description of the freehold property of the transferor company)

### Not Applicable

### PART II

(Description of the leasehold property of the transferor company)

### 1. Building

- a. Residential Quarters VAPI, Gujarat
- b. North Zone, A -5&5 , Pragqti Chambers, Ranjit Nagar, Delhi

### PART III

(Description of all stocks, debentures and other charges in action of the transferor company)

### 1. Fixed Assets

a. Furniture and fixtures

### 2. Cash and Bank Balances

3. Loans and Advances

### SCHEDULE

### Balsara Home Products Limited

### PART I

(Description of the freehold property of the transferor company)

### 1. Land

- Eactory Land
   225/4/1, Village Saily, Silvassa, U.T of Dadra and Nagar Haveli
- Broad Construction at above land 225/4/1, Village Saily, Silvassa, U.T of Dadra and Nagar Haveli
- Factory Land
   Village Rania, Tehsil Akbarpur, Dist. Kanpur Dehat (U.P.)
- factory Land Village Rania, Tehsil - Akbarpur, Dist. Kanpur Dehat (U.P.)
- Baddi Factory Land
   595,596,599 & 601, Village Malku Majra, Pargana,
   Dharampur, Tehsil : Nalagarh, Dist. Solan (H.P)

### 2. Building

- Baddi Factory
   595,596,599 & 601, Village Malku Majra, Pargana, Dharampur
- Depot at Kanpur
   Village Rania, Tehsil Akbarpur, Dist. Kanpur Dehat (U.P.)
- Factory Building at Kanpur
   Village Rania, Tehsil Akbarpur, Dist. Kanpur Dehat (U.P.)
- Factory Building at Silvassa 225/4/1, Village Saily, Silvassa, U.T of Dadra and Nagar Haveli

### PART II

( Description of the leasehold property of the transferor company)

### 1. Buliding

Delhi Office Premises, A-5&6, Pragati Chambers, Ranjit Nagar, Delhi

### PART III

(Description of all stocks, debentures and other charges in action of the transferor company)

### 1. Fixed Assets

- a. Plant and Machinery
- b. Factory Equipments and Appliances
- c. Electrical Installations
- d. Furniture and Fixtures
- e. Office Equipments
- f. Air Conditioners
- g. Vehicles

### 2. Investments

- a. 19,200 Equity shares of Rs 10 each in Besta Cosmetics Ltd
- National Saving Certificate
- Kisan Vikas Certificate

### 3. Inventories

- a. Stores and Spares
- b. Haw Materials
- c. Packing Material
- d. Work in process
- e. Finished Goods
- 4. Sundry Debtors
- 5. Cash and Bank balances
- 6. Loans and Advances

Dated this the 12th Day of September, 2006 (By order of the court)

Sd/-Joint Registrar (Co.)

## IN THE HIGH COURT OF DELHI AT NEW DELHI ORIGINAL JURISDICTION COMPANY PETITION NO. 266 OF 2007 CONNECTED WITH COMPANY APPLICATION (M) NO. 141 OF 2007

In the matter of the Companies Act, 1956

### AND

In the matter of Section 391 to 394 of the Companes Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959

### AND

In the matter of the Scheme of Amalgamation between Dabur India Limited and Dabur Foods Limited

### AND

In the matter of Dabur Foods Limited, a company incorporated under the Companies Act, 1956, having its registered office at 8/3, Asaf Ali Road, New Delhi-110 002

Transferor Company/ Petitioner Company No. 1

### AND

In the matter of Dabur India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 8/3, Asaf Ali Road, New Delhi-110 002

Transferee Company/ Petitioner Company No. 2

### MEMO OF PARTIES

IN THE MATTER OF:
DABUR FOODS LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 8/3, ASAF ALI ROAD, NEW DELHI-110 002

TRANSFEROR COMPANY/ PETITIONER COMPANY NO. 1

### AND

IN THE MATTER OF:
DABUR INDIA LIMITED
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956, HAVING ITS REGISTERED
OFFICE AT 8/3, ASAF ALI ROAD, NEW DELHI-110 002.

TRANSFEREE COMPANY/ PETITIONER COMPANY NO. 2

New Delhi

Dated: 13/11/2007

FILED BY:
NIDHESH GUPTA
ADVOCATE FOR THE APPLICANT COMPANY
D-4/1, VASANT VIHAR,
NEW DELHI

C-22 %22.01.2008

Present

Mr. Nidesh Gupta, for the Petitioner

Mr. R.D. Kashyap, Deputy Registrar of Companies

for Regional Director (NR)

Ms. Manisha Tyagi Counsel for the Official Liquidator

### \* Co.Pet. No. 266/2007

The report filed by the O.L. has not come on record. Let the same be brought on record. However, Ms. Manisha Tyagi, Counsel for the Official Liquidator states that the O.L. has no objection to the scheme. Learned counsel for the applicant says that the only objection raised by the Regional Director is that there is no mention as to whether the Petitioner Company has complied with the accounting standard 14 issued by the Institute of Chartered Accountants of India. He submits that this is factually incorrect. He refers to para 6 of the scheme, which deals with accounting treatment and particularly to paras (C), (d) and (e) which read as follows:

### "6. Accounting Treatment

- (C) The Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date. The balances in the Profit and Loss Account of the Transferor Company shall be similarly aggregated with the balances in Profit and Loss Account of the Transferee Company.
- (d) The excess, if any, of the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of Clause (C) above and investments canceled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interests" method as prescribed under Accounting Standard 14 issued by the Institute of Chartered Accountants of India.
- (e) The deficit, if any, in the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of Clause(c) above and investments canceled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interest" method as prescribed under the Accounting Standard - 14 issued by The Institute of Chartered Accountains of India."

In view of the aforesaid the Regional Director has no subsisting objection to the Scheme Accordingly the Scheme is sanctioned by a detailed separate order, passed today. The O.L. may be paid an expenses amounting to Rs. 10,000/- within two weeks.

VIPIN SANGHI, J.

January 22, 2008 P. K. BABBAR

# IN THE HIGH COURT OF DELHI AT NEW DELHI

# COMPANY JURISDICTION

# CP No. 266 of 2007

DATED 22.01.2008

In the matter of the Companies Act, 1956:

# Scheme of Amalgamation of:

Dabur Foods Ltd.

... Transferor Company/Petitioner Company no.1

And

Dabur India Ltd.

... Transferee Company/Petitioner Company no.2

Through: Mr. Nidhesh Gupta, Advocate for the applicant company

# VIPIN SANGHI, J. (ORAL)

- This is a petition under Sections 391 and 394 of the Companies Act, 1956 seeking sanction of the Scheme of Amalgamation of Dabur Foods Ltd. (transferor company) and Dabur India Ltd. (transferee company).
- The registered office of the transferor and transferee company are situated at Delhi within the jurisdiction of this Court.
- 3. The petitioner companies had filed Company Application (M) No. 141/2007 which was allowed by order dated 18, September 2007. By the aforesaid order, the requirement of conducting statutory meetings of equity shareholders and secured creditors of the Transferor Company and the meetings of the equity shareholders, secured creditors and the unsecured creditors of the Transferee Company was dispensed with, on account of consent given by all of the above-mentioned concerned persons/entities.
- 4. However, the Transferor company was directed to convene the meeting of its unsecured creditors at Punjabi Bhawan, 10 Rouse Avenue, New Delhi on 3rd November 2007 for the purpose of considering and, if thought fit, approving the said Scheme of Amalgamation. Ms Lalit Mohini Bhat, Advocate and Ms Pooja Aganpal, Advocate were appointed as the Chairperson and the Alternate Chairperson respectively of the said meeting of unsecured creditors of the Transferor company.
- 5. The report of the appointed Chairperson of the meeting of the unsecured creditors of the Transferor company, Ms. Lalit Mohini Bhat, was filed with this Hon'ble Court on 6th November 2007. On the basis of that report of Ms. Bhat, this Court is satisfied on the following aspects:
  - a) The requisite quorum of 20 unsecured creditors present personally or through proxy representing 15% of the total value of the unsecured debts, as required by the above-mentioned order, was present.
  - b) The meeting was attended by 80 unsecured creditors which totaled to Rs. 23,91,12,591/- of unsecured debts. The votes were cast by 57 unsecured creditors of the value of Rs. 23,54,94,464/- and representing 45.26% of the total value of the unsecured debts. The creditors cut off date was set as 31st August, 2007. The votes of the remaining 23 unsecured creditors were declared invalid, since they weren't creditors as on the Creditors cut off date, and they attended the meeting on the basis of the aforesaid advertisements in the newspapers.
  - c) The said scheme of amalgamation was approved unanimously by the unsecured creditors, who were present and voting, in the meeting. The list of such unsecured creditors has been filed for record.

- 6. After the present petition was filed citations were directed to be published vide order dated 21st November 2007 in "The Statesman" (English edition) and "Jansatta" (Hindi edition), in terms of Companies (Court) Rules, 1959. An affidavit dated 3rd January, 2008 has been filed by the Chairperson appointed for the meeting about the publication of the citations in "The Statesman" (English) and "Jansatta" (Hindi) on 21st December, 2007. The said publication containing the said citations were also produced along with the affidavit.
- 7. Notices were issued to the OL and the Regional Director (Northern Region) vide order dated 21 st November 2007. Pursuant to the notice issued to the OL, a report dated 8th January 2008 has been filled by the Official Liquidator. The Official Liquidator sought information from the petitioner complaint vide its letter no. OL/TECH/AMAL/88/274 dated 12th December 2007, upon which the requisite information was furnished by the Petitioner Companies.
- The transferor company was incorporated on 03.12.1996. The registered office of the company is situated at 8/3, Asaf Ali Road, New Delhi - 110002. The registered office of the company is situated within the jurisdiction of this Court.
- The authorised share capital of the transferor company as on 31st March, 2007 was Rs. 20,00,00,000/
   divided into. 2,00,00,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up equity
  share capital of the Transferor company as on 31st March 2007 was Rs. 20,00,00,000/- divided into
  2,00,00,000 equity shares of Rs. 10/- each.
- The transferee company was incorporated on 16.09.1996. The registered office of the company is situated at 8/3, Asaf Ali Road, New Delhi - 110002. The registered office of the company is situated within the jurisdiction of this Court.
- 11. The authorised share capital of the transferee company as on 31st March, 2007 is Rs. 1,25,00,00,000/ - divided into 1,25,00,00,000 equity shares of Rs. 1/- each. The issued, subscribed and paid-up equity share capital of the Transferse company as on 31st March 2007 was Rs. 86,28,83,808/- divided into 86,28,83,808 equity shares of Re. 1/- each.
- 12. The OL has considered the report of the Chairperson of the meeting of unsecured creditors of the Transferor company, as well as the accounts of Petitioner Companies as on 31st March 2007. The OL in its report has stated that he has not received any complaint against the scheme of amalgamation from any person/parties interested in the scheme in any manner and on the basis of information submitted by the petitioner companies. Thus, it was inferred that the affairs of the Transferor company do not appear to have been conducted in a manner prejudicial to the interest of the members, creditors, or public interest in accordance with the provisions of Section 394(I) of the Companies Act, 1956.
- 13. The report has also been filed by the Regional Director (Northern Region) by an affidavit Shri Dhan Raj, dated 2nd January 2008, contending that by virtue of power delegated to him under Section 394A of the Companies Act, 1956 he is competent to make the affidavit. Relying on Clause 13.1 of Section D of the Scheme of Amalgamation, it is contended that all the employees of the Transferor Company shall become the employees of the Transferoe Company without any break or interruption in their services upon the sanctioning of the said Scheme of Amalgamation.
- 14. Relying on Para 6 of Section C of the said Scheme, which provides for the Accounting Treatment, the Regional Director objected to the Scheme of Amalgamation on the ground that there was no mention in the relied paragraph whether the Petitioner Companies have complied with the Accounting standard-14 issued by the Chartered Accountants of India.
- 15. The objection of the Regional Director is answered by the Petitioner Companies and an affidavit of Ms Shalu Malhotra and Mr. Ashok Kumar Jain, Authorized Signatories of the Transferor and the Transferee Company, dated 8th January 2008, in reply to the objection taken on behalf of Regional Director, has been filled.

16. In the affidavits, it was submitted that clauses (c) to (e) of para 6 of Section-C of the said Scheme clearly lay down that any excess/deficit of the value of the assets over the value of the liabilities and reserves of the Transferor company vested in the Transferoe company shall be treated in the books of the Transferoe company in accordance with "Pooling of Interests Method" as prescribed under Accounting for Amalgamation issued by the Institute of Chartered Accountants of India. Clauses (c), (d) and (e) of para 6 read as follows:

# \*6. Accounting Treatment

- (c) The Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date. The balances in the Profit and Loss Account of the Transferor Company shall be similarly aggregated with the balances in Profit and Loss Account of the Transferee Company.
- (d) The excess, if any, of the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recoded in terms of Clause (c) above and investments canceled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interests" method as prescribed under Accounting Standard - 14 issued by the Institute of Chartered Accountants of India.
- (e) The deficit, if any, in the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of Clause (c) above and investments canceled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interests" method as prescribed under the 'Accounting Standard - 14 issued by The Institute of Chartered Accountants of India.
- 17. In view of the aforesaid, the Regional Director has no subsisting objection.
- 18. There is no other legal impediment to sanction of the Scheme of Amalgamation which is annexed to the petition. Consequently, sanction is hereby granted to the Scheme of Amalgamation under, Sections 391 and 394 of the Companies Act, 1956, the Transferee company will comply with the statutory requirements in accordance with law. Certified copies of this order be filed with the Registrar of Companies within five weeks. It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance to law. Upon sanction becoming effective from the appointed date of merger, that is 1st April 2007, the Transferor company stands dissolved without being wound up. The OL may be paid expenses amounting to Rs. 10,000/-within two weeks.
- 19. The petition is disposed of in terms of the above order.

January 22, 2008

- sd -

ab/P.K. BABBAR

VIPIN SANGHI, J.

IN THE HIGH COURT OF DELHI AT NEW DELHI (ORIGINALJURISDICTION) IN THE MATTER OF THE COMPANIES, ACT 1956 AND.

IN THE MATTER OF SCHEME OF AMAGAMATION

OF

COMPANY PETITION NO. 266/2007 CONNECTED WITH COMPANY APPLICATION (M) NO. 141/2007

IN THE MATTER OF

M/s. Dabur Foods Ltd.,

having its Regd. Office at 8/3, Asaf Ali Road, New Delhi-110002

Petitioner/Transferor Company

With

IN THE MATTER OF

M/s. Dabur India Ltd., having its Regd. Office at

8/3, Asaf Ali Road, New Delhi-110002

Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE VIPIN SANGHI DATED THIS THE 22ND DAY OF JANUARY, 2008

# ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition coming up for hearing on 22/1/2008 for sanction of scheme of amalgamation proposed to be made of M/s. Dabur Foods Ltd. (hereinafter referred to as the Transferor Company), with M/s. Dabur India Ltd. (hereinafter referred to as the Transferee Company) upon reading the said petition, the order dt. 18/9/2007 whereby the requirement of convening and holding the meetings of the equity shareholders and secured creditors of the Transferor Company and equity shareholders, secured and unsecured creditors of the Transferee Company was dispensed with and the meeting of unsecured creditors of the Transferor Company was ordered be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of amalgamation annexed to the affidavit of Ms. Shalu Malhotra, Company Secretary and authorzed signatory of the Transferor Company and Mr. Ashok Kr. Jain, Authorized signatory of the the Transferee Company filed on 14th day of September, 2007 and the publication in the newspapers namely (1) Statesman (English) and (2) Jansatta (Hindi) both dt. 5/10/2007 each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dt. 18/9/2007, the affidavit of Ms. Lalit Mohini Bhat, Chairperson filed on 6/11/2007 showing the publication and despatch of the notice convening the said meeting, the report of the Chairperson of the said meeting as to the result of the said meeting and upon hearing Sh. Nidhesh Gupta, Advocate for the petitioner, Ms. Manisha Tyagi, Advocate for the Official Liquidator and Mr. R. D. Kashyap, Dy. Registrar of Companies - in person and it appearing from the report that the proposed scheme of amalgamation has been approved by requisite. majority without any modification by the said unsecured creditors of the Transferor Company present and voting either in person or by proxy and upon reading the affidavit dated 2/1/2008 of Sh. Dhan Raj, Regional Director, Northen Region, Ministry of Company Affair, Noida filed on 8/1/2008 on behalf of Central Government stating that there was no mention in the paragraph 6 of Section-C whether the petitioner company had complied with the Accounting Standard-14 issued by the Charlered Accountants of India. An affidavit of Ms. Shalu Malhotra and Mr. Ashok Kumar Jain, authorized signatory of the Transferor and Transferee Company dated 9/1/2008, in reply to the objection taken on behalf of Regional Director has been filed. In the affidavit, it was submitted that clause (c) to (e) of Para 6 of Section-C of the said scheme clearly lay down that any excess/deficit of the value of the assets over the value of the liabilities and reserves of the Transferor Company vested in the Transferee Company shall be treated in the books of the Transferee

Company in accordance with "Pooling of the Interest Method" as prescribed under Accounting for amalgamation issued by the Institute of Chartered Accountants of India. The Court observed that in view of the aforesaid, the Regional Director has no subsisting objection; and considering the affidavit of Sh. A. K. Chalurvedi, Official Liquidator filed on 9/1/2008 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its shareholders or creditors or to public interest; and there being no investigation proceedings pending in relation to the petitioner companies under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all shareholders and creditors of the Transferor and Transferee Companies and all concerned and Doth approve the said scheme of amalgamation with effect from the appointed date i.e. 1.4.2007.

### AND THIS COURT DOTH FURTHER ORDER:

- That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee, Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of Transferor Company therein but subject nevertheless to all charges now affecting the same; and
- That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
- That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
- 4. That upon the coming into effect of the Scheme and in consideration of the transfer of the Undertaking in the Transferee Company, the Transferee Company shall not be required to issue and allot equity shares to the shareholders and the Transferor Company since the Transferor Company is a wholly owned subsidiary of the Transferee Company; and.
- 5. That the Transferor Company do within five weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without the process of winding up and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly. It is clarified that this order will not be construed as an order granting exemption from payment to stamp duty that is payable in accordance to law; and.
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary; and
- That the scheme of amalgamation has been sanctioned and it has been ordered that the cost of Rs. 10,000/- has to be paid by the petitioners to the Official Liquidator, which will be deposited in the Common Pool Fund of the Official Liquidator.

# SCHEME OF AMALGAMATION

BETWEEN

Annexure 'A'

Schedule - I

DABUR FOODS LIMITED

("Transferor Company")

AND

DABUR INDIA LIMITED

("Transferee Company")

UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956 AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS IN RESPECT OF MERGER OF DABUR FOODS LIMITED INTO DABUR INDIA LIMITED

### PREAMBLE

Dabur India Limited ("DIL") is a company engaged in the business of manufacturing personal care and healthcare products. DIL is listed on National Stock Exchange and Mumbai Stock Exchange in India.

Dabur Foods Limited ("DFL") is engaged in the business of manufacturing and trading of Fruit Juices, Pastes, Pulps etc in India. DFL is a wholly owned subsidiary of DIL.

The Board of Directors of both the companies are of the opinion that the merger would result in benefit to the shareholders, creditors, and employees of both the companies. The management of both the companies have examined the relative business strengths and the potential commercial & other synergies of the consolidated entity and, accordingly, the possibility of consolidating their businesses under a single entity was mooted.

This Scheme provides for the merger of DFL into DIL. This Scheme also provides for matters connected therewith, with a view to maximizing value for the shareholders.

Accordingly, this Scheme is divided into the following sections:

Section A

General

Section B

Transfer and vesting of DFL into DIL

Section C

Accounting treatment

Section D

Other provisions for merger of DFL into DIL

### SECTION A- GENERAL

# 1) DEFINITIONS

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

- (a) "Act" means the Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.
- (b) "Appointed Date" means the 1st day of April 2007 or such other date as may be approved by the High Court at New Delhi.
- (c) "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 18 hereof have been fulfilled. References in this Scheme to the date of 'coming into effect of the Scheme' or "effectiveness of this Scheme" shall mean "the Effective Date".
- (d) "Transferor Company" or "DFL" means Dabur Foods Limited, a company incorporated under the Act and having its registered office at 8/3, Asaf Ali Road, New Delhi - 110 002.
- (e) "Transferee Company" or "DIL" means Dabur India Limited, a company incorporated under the Act and having its registered office at 8/3, Asaf Ali Road, New Delhi - 110 002.

- (I) "Scheme of Amalgamation" or "this Scheme" or "the Scheme" means this Scheme of Amalgamation in its present form or with any modifications, as may be made.
- (g) "Undertaking" means and includes the whole of the business and undertaking of DFL, as a going concern, being carried on by DFL and shall include (without limitation):
- all secured and unsecured debts, present and tuture liabilities, contingent liabilities, duties and obligations (including duties/ rights/ obligations under any agreements, contracts, applications, letters of intent or any other contracts) and all the assets and properties, wherever situate, 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 all land and buildings (including land and buildings specified in Schedule A), all plant and machinery, computers and accessories, software, leasehold improvements, vehicles, fixed assets, work in progress, appliances, accessories, sundry debtors, inventories, current assets, deferred tax assets, investments including investments in overseas subsidiaries, overseas offices, reserves, provisions, funds, as on the Appointed Date;
- offices, import entitlements, import licenses, other licenses, registrations, brands, copyrights, patents, trade names, trade marks (including brands/ trademarks specified in Schedule B), applications for copyrights, patents, trade names and trade marks, benefits of any research and development efforts, any other intellectual property whether registered or otherwise, labels, label designs, quality certifications, leases, licenses, tenancy rights, premises, hire purchase and lease arrangements, office equipment, electrical fittings, furniture and fittings, capital work in progress, telephones, telexes, email and facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements including customer contracts, powers, authorities, permits, Central government/ State government incentives/ schemes/ benefits under any law in force, allotments, approvals, certifications, consents, privileges, balances with all regulatory authorities, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, receivables; funds, cash, bank balances and bank accounts, bills of exchange, benefit of any deposits, financial assets, benefit of any bank guarantees, loans and advances, accounts, subsidies, grants, tax credits (including MODVAT/ CENVAT, Service Tax credits) and all other rights, claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by DFL, as on the Appointed Date and all carnest money and/ or deposits including security deposits paid by DFL;
- all employees on the rolls of DFL on the date immediately preceding the Effective Date;
- all necessary records, files, papers, engineering and process information, computer programme, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information, all supplier information and other records in connection with or relating to DFL.

It is intended that the definition of Undertaking under this clause would enable the transfer of all property, assets, liabilities, employees etc of DFL to DIL pursuant to this Scheme.

# 1.1. EXPRESSIONS NOT DEFINED IN THIS SCHEME

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the Hon'ble High Court under the Act.

# 2) DATE OF COMING INTO EFFECT

The Scheme shall come into legal operation from the Appointed Date but shall become effective from the Effective Date.

# COMPLIANCE WITH TAX LAW

This Scheme, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, specifically section 2(18) of the Income Tax Act, 1961, which include the following:

- all the property of the amalgamating company or companies immediately before the amalgamation becomes the property of the amalgamated company by virtue of the amalgamation;
- all the liabilities of the amalgamating company or companies immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;
- c. shareholders holding not less than three-fourths in value of the shares in the amalgamating company or companies (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation, otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company,

and other relevant sections including section 72A of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments as may become necessary shall vest with the Board of Directors of DIL, which power shall be exercised reasonably in the best interests of the companies and their stakeholders, and which power can be exercised at any time, whether before or after the Effective Date.

# 4) SHARE CAPITAL

# 4.1 Share Capital of the Transferor Company

The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferor Company as on the Appointed Date is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	Amount (As)
20,000,000 Equity Shares of Rs 10 each	200,000,000

ISSUED, SUBSCRIBED AND PAID-UP CAPITAL

20,000,000 Equity Shares of Rs 10 each 200,000,000

4.2 Share Capital of Transferee Company

The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as on the Appointed Date is as under:

PARTICULARS	AMOUNT (Rs)
AUTHORISED CAPITAL	15005706136556
1,250,000,000 Equity Shares of Re 1 each	1,250,000,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
862,883,808 Equity Shares of Re 1 each	862,883,808

The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as on July 11, 2007 is as under:

PARTICULARS AMOUNT (Rs)

**AUTHORISED CAPITAL** 

1,250,000,000 Equity Shares of Re 1 each 1,250,000,000

ISSUED, SUBSCRIBED AND PAID-UP CAPITAL

863,898,761 Equity Shares of Re 1 each 863,898,761

It is clarified that the Transferee Company beneficially owns 100% of the issued share capital of the Transferor Company as on the Appointed Date, the transfer of the Undertaking in pursuance of this Scheme shall be eligible to the benefit under Notification No 1, dated January 16, 1937 issued under Section 9(a) of the Indian Stamp Act, 1899.

### SECTION B - TRANSFER AND VESTING OF DFL INTO DIL

### 5) TRANSFER OF UNDERTAKING

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the entire Undertaking shall, pursuant to the provisions contained in section 394(2) of the Act and other provisions of law for the time being in force and without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in DIL on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of DIL, in the following manner:

- (a) With effect from the Appointed Date, the whole of Undertaking, comprising all assets and liabilities of whatsoever nature including Government dues and wheresoever situated, shall, under the provisions of section 391 read with section 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 be deemed to be transferred to and vested in DIL as a going concern so as to become as and from the Appointed Date the assets and liabilities of DIL and to vest in DIL all the rights, title, interest or obligations of DFL therein. All assets acquired by DFL after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in DIL upon the coming into effect of the Scheme. As regards transfer of specified movable assets, clauses (b) and (c) below provide for the physical mode of effecting transfer.
- (b) All the movable assets including investments, cash in hand, if any, of DFL, 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 the Transferee Company as an integral part of the Undertaking. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of Transferee Company or a committee thereof and the Board of Directors of DFL or a committee thereof within thirty days from the Effective Date or such other extended date as may be mutually agreed.
- (c) All debts, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of DFL other than the movable assets specified in sub-clause (b) above, shall on and from the Appointed Date stand transferred to and vested in DIL without any notice or other intimation to the debtors (although DIL may, if so deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in DIL), and the debtors shall be obliged to make payments to DiL on and after the Effective Date.
- (d) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of DFL shall also, under the provisions of sections 391 to 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of

- which such debts, liabilities, contingent liabilities, duties and obligations have arise: , in order to give effect to the provisions of this Sub Clause.
- (e) The transfer and vesting of Undertaking as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of DFL.

Provided however, any reference in any security documents or arrangements (to which DFL is a party) to the assets of DFL offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Undertaking as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of DFL or any of the assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of DFL vested in the Transferee Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by DFL which shall vest in the Transferee Company by virtue of the amalgamation of DFL with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative.

- (f) Upon the coming into effect of this Scheme, DIL shall be deemed to have been carrying on the business of Undertaking with effect from the Appointed Date and be entitled to avail/ claim all the benefits, registrations, permissions, licenses, concessions, exemptions, benefits under the various laws, as applicable with respect to the Undertaking, as were being availed/ claimed by DFL.
- (g) In so far as the various incentives, including all Income Tax, Sales tax or other tax exemptions and/ or deferments pursuant to the Industrial Policy or any other policy, all licenses, subsidies (including applications for subsidies), grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by DFL are concerned, the same shall, without any further act or deed, vest with and be available to DIL on the same terms and conditions.
- (h) Loans or other obligations, if any, due between or amongst DFL and the Transferee Company shall stand discharged and there shall be no liability in that behalf.
- (i) Where any of the liabilities and obligations of DFL as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by DFL 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 and all loans raised and used and all liabilities and obligations incurred by DFL for the operations of the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall become its liabilities and obligations.
- (j) Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of DFL as on the Appointed Date is concerned, it is hereby clarified that DFL and Transferee Company shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed.
- (k) Upon the coming into effect of this Scheme, the borrowing limits of Transferee Company in terms of section 293(1) (d) of the Act shall be deemed without any further act or deed to have been enhanced

- by the aggregate liabilities of DFL which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of Transferee Company, with effect from the Appointed Date.
- (f) In so far as the various rights, quality certifications, licenses (including but not limited to Pollution license, Trade license, Factory license, Explosives license, Manufacturing license, Industrial license and Boiler Operation license), registrations, incentives, subsidies (including capital and interest subsidy available under West Bengal Incentive Scheme 2000), rehabilitation schemes, special status and other benefits or privileges (granted by any Government body, local authority or by any other person) enjoyed or availed by the Transferor Company are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as were applicable to the Transferor Company without any need for any further approvals.

# SECTION C - ACCOUNTING TREATMENT

# ACCOUNTING TREATMENT

- (a) The Transferee Company shall, upon the Scheme coming into effect, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.
- (b) Upon the coming into effect of the Scheme and in consideration of the transfer of the Undertaking in the Transferee Company, the Transferee Company shall not be required to issue and allot equity shares to the shareholders of the Transferor Company since the Transferor Company is a wholly owned subsidiary of the Transferee Company.
- (c) The Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date. The balances in the Profit and Loss Account of the Transferor Company shall be similarly aggregated with the balances in Profit and Loss Account of the Transferoe Company.
- (d) The excess, if any, of the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of Clause (c) above and investments cancelled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interests" method as prescribed under Accounting Standard - 14 issued by The Institute of Chartered Accountants of India.
- (e) The deficit, if any, in the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of Clause (c) above and investments cancelled in terms of Clause (f) below, be treated in the balance sheet of the Transferee Company in accordance with "The Pooling of Interests" method as prescribed under Accounting Standard - 14 issued by The Institute of Chartered Accountants of India.
- (f) Upon the coming into effect of this Scheme, the investment in the books of the Transferee Company, representing equity shares of DFL will stand cancelled and no shares or consideration shall be issued/paid by the Transferee Company in respect of such cancelled shares.
- (g) In case of any differences in accounting policy between the Transferor Company and the Transferoe Company, the impact of the same till the merger will be quantified and adjusted in the General Reserve of the Transferoe Company to ensure that the financial statements of the Transferoe Company reflect the financial position on the basis of consistent accounting policy.
- (h) To the extent that there are inter-corporate loans or balances between the Transferor Company and

the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

- (i) It is clarified that there would be no accrual of income or expense on account of any transactions, including inter alia any transactions in the nature of sale or transfer of any goods or services between the Transferor Company and Transferee Company, during the period between the Appointed Date and the Effective Date.
- (i) It is hereby clarified that pursuant to the provisions of Clause 5, all transactions during the period between the Appointed Date and Effective Date relating to the Undertaking would be duly reflected in the financial statements of the Transferee Company, upon the Scheme coming into effect.
- (k) Notwithstanding the above, the Board of Directors of DIL, in consultation with its Statutory Auditors, is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by The Institute of Chartered Accountants of India and generally accepted accounting principles.

# SECTION D - OTHER PROVISIONS FOR MERGER OF DFL INTO DIL

# 7) BUSINESS AND PROPERTY IN TRUST FOR TRANSFEREE COMPANY

As and from the Appointed Date and upto and including the Effective Date:

- (a) The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all its assets and properties referred to in Clause 5 above, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- (b) Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

# B) CONDUCT OF BUSINESS

With effect from the date of approval of the Scheme by the Board of Directors of DFL, and upto the Effective Date:

- (a) DFL shall carry on its business with reasonable diligence and in the same manner as it had been doing hithertofore.
- (b) DFL shall not alter or substantially expand the business except with the written concurrence of the Transferee Company.
- (c) DFL shall not, without the written concurrence of Transferee Company, alienate, charge or encumber any of their 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 Board of Directors of DFL.
- (d) DFL shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of DFL, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.
- (e) DFL shall not revalue their respective assets and liabilities in their balance sheets without the express written consent of DIL.
- (f) DFL shall not declare any dividend without the prior written consent of the Transferee Company.

# 9) LEGAL PROCEEDINGS

- 9.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date and relating to the Transferor Company or its properties, assets, debts, liabilities, duties and obligations reterred to in Clause 5, shall be continued and/ or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.
- 8.2 After the Appointed Date, if any proceedings are taken against the Transferor Company above, the same shall be defended by and at the cost of the Transferoe Company.

# 10) CONTRACTS AND DEEDS

- 10.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in layour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 10.2 The Transferee Company may 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 if so considered necessary. The Transferee Company 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. It is clarified that any inter-se contracts between the Transferor Company and the Transferoe Company as on the Effective Date shall stand merged and vest in the Transferoe Company.
- 10.3 All subsisting agreements/ arrangements of the Transferor Company relating to the use of patents, patent applications, trade marks (including logos), brands, copyrights, and / or technology and all other intellectual property and rights, shall accrue to and for the benefit of the Transferee Company.

# 11) SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 5 above and the continuance of proceedings by or against the Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferor Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

# 12) DISSOLUTION OF TRANSFEROR COMPANY On the Scheme coming into effect, the Transferor Company shall, without any further act or deed, stand dissolved without winding up.

# 13) STAFF, WORKMEN AND EMPLOYEES

13.1 On the Scheine coming into effect, all staff and employees of DFL in service on such date shall be deemed to have become staff and employees of DfL without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with DfL shall not be less favourable than those applicable to them with reference to DFL on the Effective Date.

Upon the Scheme coming into effect, the existing Provident Fund, Gratuity Fund and/or schemes and trusts, including employee's welfare trust, created by DFL for its employees shall be transferred to DIL. DFL shall take all steps necessary for the transfer, where applicable, of the Provident Fund, Gratuity Fund and/or schemes and trusts, including employee's welfare trust, pursuant to the Scheme, to DIL. All obligations of DFL with regard to the said fund or funds as defined in the respective trust deed and rules shall be taken over by DIL from the Effective Date to the end and intent that all rights, duties, powers and obligations of DFL in relation to such Fund or Funds shall become those of DIL and all the rights, duties and benefits of the employees employed in DFL under such Funds and Trusts shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of DFL will be treated as having been continuous for the purpose of the said Fund or Funds.

# 14) TREATMENT OF TAXES

- Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956 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 DFL 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 that of DIL. Any surplus in the provision for taxation/ duties/ levies account including advance tax and withholding tax as on the date immediately preceding the Appointed Date will also be transferred to the account of DIL. Any refund under the Tax Laws due to DFL consequent to the assessments made on DFL 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 DIL.
- All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc) paid or payable by DFL in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of DFL and, insofar 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 DFL in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by DIL, and, shall, in all proceedings, be dealt with accordingly.

Upon the Scheme becoming effective, DIL is also expressly permitted to revise its income tax returns, fringe benefit tax returns and other returns filed under the tax laws and to claim returns, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme.

# 15) NO CHANGE TO BE EFFCTED IN THE CAPITAL STRUCTURE

The Transferor company shall not make any change in its capital structure (by way of issue of bonus shares, convertible debentures, detachable warrants, equity or preference shares, options and calls, fresh issue of rights shares, secured premium notes, zero interest bonds, or any other instruments of raising capital) through any increase, decrease, reduction, reclassification, subdivision, consolidation, re-organization, or in any other manner, without the express written consent of the Transferee Company.

# 16) GENERAL TERMS

- 16.1 Upon the Scheme coming into effect, the Transferee Company shall be entitled to use all packed/ labeled goods, packing materials, cartons, stickers, wrappers, labels, containers, point of sale material, sign board, samples, closures, other publicity material, etc lying unused with the Transferor Company or its vendors, suppliers or third party or in its supply chain or distribution channel and which the Transferor Company is entitled to use under any statutes/ regulations, till such time as all of such stock exhaust without making any amendment on those goods or materials.
- 16.2 It is clarified that all taxes payable by the Transferor Company from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective,

the Transferee Company is expressly permitted to revise its Sales tax returns or any other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

# 17) APPLICATIONS TO HIGH COURTS

- 17.1 The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make applications to the High Court at New Delhi under Section 391 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders and/or creditors of the Transferor Company and the Transferee Company as may be directed by the High Court at New Delhi.
- 17.2 On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and/ or creditors of the Transferee Company and the Transferor Company as directed by the High Court at New Delhi, the Transferee Company and the Transferor Company shall, with all reasonable dispatch, apply to the High Court at New Delhi, for sanctioning the Scheme of Amalgamation under Sections 391 to 394 of the Act, and for such other order or orders, as the said High Court may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

# 18) CONDITIONALITY OF SCHEME

- 18.1 The Scheme is conditional upon and subject to:
  - the Scheme being agreed to by the respective requisite majority of shareholders and creditors of the Transferee Company and the Transferor Company; and
  - (b) the Scheme being approved by the High Court at New Delhi.
- 18.2 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the date on which all necessary certified copies of orders under Sections 391 to 394 of the Act are duty filed with the Registrar of Companies, Delhi and Haryana. The date of such filing shall be the "Effective Date" for the purpose of this Scheme.

# 19) EFFECT OF NON-APPROVALS

- 19.1 In the event any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/ or the Scheme not being passed as aforesaid before March 31, 2008 or within such further period or periods as may be agreed upon between Transferee Company by its Directors and the Transferor Company by its Directors (and which the Board of Directors of the Company are hereby empowered and authorised to agree to and extend from time to time without any limitations), this Scheme of Amalgamation shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.
- 19.2 If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shell not, subject to the decision of the respective Boards of Directors of the Transferee Company and the Transferor Company, as the case may be, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme. It is hereby clarified that the Board of Directors of the Transferee Company and the Transferor Company, as the case may be, may in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred interse by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own cost or bear costs as may be mutually agreed.

# 20) MODIFICATION OR AMENDMENT

The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification(s) or amendment(s) in this Scheme which the Court and/or any other authorities may deem lit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/ or carrying out the Scheme and the Transferor Company (by its Directors) and the Transferee Company (by its Directors) and after the dissolution of the Transferor Company, the Transferee Company (by its Directors) be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/ or any matters concerning or connected therewith.

# 21) CONSOLIDATION OF AUTHORISED SHARE CAPITAL

Upon the Scheme becoming effective, the authorized share capital of DFL would be added to the authorized share capital of DIL and the authorized share capital of DIL would stand increased to that extent as an integral part of this Scheme and would be deemed to have been carried out in accordance with the applicable provisions of the Act or any other taw, statute, rules, regulations for the time being in force and without requiring the payment of any additional tax, stamp duty, registration fee or other charges under any law for the time being in force.

Accordingly, the authorized share capital of DIL shall stand increased from Rs 125,00,00,000 (Rupees One Hundred Twenty Five Crores Only) divided into 125,00,00,000 (One Hundred Twenty Five Crores) equity shares of Re 1 each to Rs 145,00,00,000 (Rupees One Hundred Forty Five Crores Only) divided into 145,00,00,000 (One Hundred Forty Five Crores) equity shares of Re 1 each.

Accordingly, Clause V of the Memorandum of Association of DIL shall upon the coming into effect of this Scheme be altered and substituted as follows:

"The Authorized share capital of the Company is Rs 145,00,00,000/- (Rupees One Hundred Forty Five Crores Only) divided into 145,00,00,000 (One Hundred Forty Five Crores) equity shares of Re. 1 each."

Similarly, Article 4 of the Articles of Association of DIL shall upon the coming into effect of this Scheme be altered and substituted as follows:

"The Authorised share Capital of the Company is Rs 145,00,00,000/- (Rupees One Hundred Forty Five Crores Cnly) divided into 145,00,00,000 (One Hundred Forty Five Crores) equity shares of Re. 1 each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company with power to increase and reduce the capital of the Company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 1956 or provided by the Articles of Association of the Company for the time being."

# 22) COSTS, CHARGES AND EXPENSES

Except in the circumstances mentioned in Clause 19 above, all costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of DIL and DFL arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by DIL.

SCHEDULE - A

Dabur Foods Limited - Illustrativs list of immovable property

S. No.	Property	Details
1.	Land and Building	<ul> <li>West Bengal</li> <li>Plot No 2449, Kht No LR 342, J.L. No 22, Mouza Ambari Falkata, Block Rajganj, District Jalpaiguri - Area 0.43 acres</li> <li>Plot No LR 1521, Kht No LR 277, J.L. No 19, Mouza Mehandigarha, Block Rajganj, District Jalpaiguri - Area 1.71 acres</li> <li>Kht No LR 730, J.L. No 21, Mouza Mahanvita, Block Rajganj, District Jalpaiguri:</li> <li>Plot No 341 - Area 0.44 acres</li> <li>Plot No 344 - Area 0.56 acres</li> <li>Plot No 359 - Area 0.21 acres</li> <li>Plot No 359 - Area 0.21 acres</li> <li>Plot No 358 - Area 0.53 acres</li> <li>Plot No 355 - Area 0.20 acres</li> <li>Plot No 355 - Area 0.20 acres</li> <li>Plot No 335 - Area 0.28 acres</li> <li>Plot No 357 - Area 0.33 acres</li> <li>Plot No 357 - Area 0.33 acres</li> <li>Plot No 352 - Area 0.04 acres</li> <li>Plot No 353 - Area 0.58 acres</li> <li>Plot No 356 - Area 0.08 acres</li> <li>Plot No 360 - Area 0.33 acres</li> <li>Plot No 338 - Area 0.74 acres</li> <li>Plot No 340 - Area 0.20 acres</li> <li>Plot No 362 - Area 1.99 acres</li> <li>Bajasthan</li> <li>G 50-59, IID Centre, RIICO Industrial Area, NH - 12, Newai Dist Tonk, Rajasthan - 304 020</li> </ul>

SCHEDULE - B

Dabur Foods Limited - Illustrative list of Intangible assets

S. No.	Trade Marks	Registration No.	Registration/ Application Date
1	Fundoo	857931	25.05,1999
2	Koolerz	857932	25.05.1999
3	Dabur Sip It	857935	25.05.1999
4	Fruit Exotics	1238357	19.09.2003
5	Nature's Best Logo	1280251	22.04.2004
6	Nature's Best Logo	1280252	22.04.2004
7	Activ	1280254	22.04.2004
8	Nature's Best Tomato Ketchup Label	1285705	21.05.2004
9	Coolers Logo	1421890	The state of the s
10	Coolers Watermelon Mint Carton	1450091	16.02.2008
11	Coolers Rose Litchi Carton	The second secon	02.05.2006
12	Coolers Lemon Barley Carton	1450094	02.05.2006
13	Coolers Aampanna Carton	1450093	02.05.2006
	Good Aarriparina Garrott	1450092	02.05.2006

### SCHEDULE - II

SCHEDULE OF ASSETS OF DABUR FOODS LIMITED (TRANSFEROR COMPANY) TO BE TRANSFERRED TO AND VESTED IN DABUR INDIA LIMITED (TRANFERREE COMPANY) AS ON THE APPOINTED DATE FOR THE SCHEME OF AMALGAMATION BETWEEN DABUR FOODS LIMITED AND DABUR INDIA LIMITED

### PART 1

Short description of the freehold property of the Transferor Company to be transferred to the Transferee Company Description of freshold property being transferred by the Transferrer Company to the Transferree Company under the Scheme of Amalgamation, is as under:

Particulars	Amount (Rs. in Lacs
Freshold Land & Building thereon  Plot No. 2449, Kht No. LR 342, J.L. No. 22, Mouza Ambar Block Rajaganj, District Jalpaiguri, West Bengal - 735135  Plot No. LR 1521, Kht No. LR 277, J.L. No. 19, Mouza Me Block Rajaganj, District Jalpaiguri West Bengal - 735135  Kht No. LR 730, J.L. No. 21, Mouza, Mahanvita Block Raj Jalpaiguri, West Bengal - 735135  Plot No. 341 - Area 0.44 acres Plot No. 344 - A Plot No. 359 - Area 0.21 acres Plot No. 337 - A Plot No. 355 - Area 0.20 acres Plot No. 358 - A Plot No. 355 - Area 0.20 acres Plot No. 356 - A Plot No. 357 - Area 0.33 acres Plot No. 354 - A Plot No. 357 - Area 0.33 acres Plot No. 353 - A Plot No. 355 - Area 0.04 acres Plot No. 353 - A Plot No. 356 - Area 0.08 acres Plot No. 350 - A Plot No. 356 - Area 0.74 acres Plot No. 360 - A Plot No. 339 - Area 0.74 acres Plot No. 340 - A Plot No. 339 - Area 0.39 acres Plot No. 345 - A Plot No. 362 - A Plot	Falkata, 555.97  - Area 0.43 acres handigarha, Area 1.71 acres gani, District  sa 0.56 acres ea 0.27 acres ea 0.53 acres ea 0.01 acres ea 0.64 acres ea 0.94 acres ea 0.56 acres ea 0.33 acres ea 0.20 acres ea 0.20 acres
Total	555.97

# PART II

Short description of the Leasehold property of the Transferor Company to be transferor

Particulars Amount (Rs.	in Laca)
Lessehold Land & Building thereon G-50-59, IID Centre, RIICO Industrial Area, NH-12, Newai Dist Tionk, Rajasthan - 304 020	215.02
Total	215.02

### PART III

Short description of all the stocks, shares, debentures and other charges in action of the Transferor Company to be transferred to the Transferee Company.

Description of all stocks, shares, debenture and other charges in action of the Transferred Company to be transferred to the Transferee Company under the Scheme of Amalgamation is as under:

Particulars	Amount (Rs. in Lecs)
Plant & Machinery	2606.00
Furniture & Fixture	5.32
Office equipment	1.29
Computers	27.48
Vehicles	1001000
Capital World-in-progress	3.99
Investments	194.75
Deferred Tax Assets	0.20
50 100 to 10 to	7.42
Inventories	2972.39
Sundry Debtors	2937.49
Cash & Bank Balance	379.25
Loans & Advances	1131,159
Total	10267.17

Dated this the 22nd day of January, 2008 (by order of the court)

Deputy Registrar (Co.)

# IN THE HIGH COURT OF DELHI AT NEW DELHI (ORDINARY ORIGINAL COMPANY JURISDICTION) COMPANY PETITION No. 72 of 2009 MEMO OF PARTIES IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN:

DABUR INDIA LIMITED

A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 8/3, ASAF ALI ROAD, NEW DELHI - 110 002

..... Petitioner/ Transferee Company

AND

FEM CARE PHARMA LIMITED
A COMPANY INCORPORATED UNDER THE COMPANIES ACI, 1956 AND
HAVING ITS REGISTERED OFFICE AT PLOT No. D-55, ADDL.
INDUSTRIAL AREA, MIDC, AMBAD, NASHIK - 422010 MAHARASHTRA

...... Transferor Company

PH: 23354330, 23738122

Sd/-(MAHESH AGARWAL) AGARWAL LAW ASSOCIATES 34, BABAR LANE FIRST FLOOR, BENGALI MARKET, NEW DELHI - 110 001

New Delhi Date: 15/02/2010

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
COMPANY PETITION NO. 72/2010
CONNECTED WITH
COMPANY APPLICATION (M) No. 195/2009.

IN THE MATTER OF:

M/s Fem Care Pharma Ltd., having its Regd. Office at:

Plot No. D-55, Addl. Industrial Area, MIDC, Ambad, Nashik - 422010

Maharashtra

.... Non- Petitioner/ Transferor Company (Outside the Jurisdiction of this Court)

WITH

IN THE MATTER OF

Ms Dabur India Ltd.

having its Regd. Office at :

8/3, Asaf Ali Road, New Delhi - 110002

........ Petitioner/ Transferee Company (Within the jurisdiction of this Court)

BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA DATED THIS THE 19TH DAY OF APRIL, 2010.

# ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 19/04/2010 for sanction of Scheme of Amalgamation proposed to be made of M/s Fem Care Pharma Ltd. (hereinafter referred to as Transferor Company; Outside the Jurisdiction of this Court) with M/s Dabur India Ltd., (horeinafter referred to as Transferde Company; Within the Jurisdiction of this Court). The Court examined the petition; the order dated 22/12/2009, passed in CA (M) 195/2009, whereby the requirement of convening and holding the meetings of the Secured Creditors of the Transferee Company was dispensed with; and the meetings of the Equity Shareholders and Unsecured Creditors of the Transferee Company were ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Amalgamation annexed to the affidavit of Sh. A.K. Jain, General Manager (Finance) & Company Secretary of the Petitioner Company, filed on 5th day of December, 2009; and the publication in the newspapers namely Statesman (English) dated 06/01/2010 and Jansatta (Hindi) dated 07/01/2010 containing the notice of the Petition; the affidavits of Sh. Rajiv Bansat, Chairperson, filed on 19/01/2010 and Sh. J.K. Aggarwal, Chairperson, filed on 15/02/2010 showing the publication and dispatch of the notices convening the said meetings and also the report of the Chairpersons as to the result of the said meetings.

The court also examined the affidavit dated 16/03/2010 of Dr. Navrang Saini, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government stating inter- alia that the Central Government has no objection to the proposed Scheme of Amalgamation.

Upon hearing Mr. Mahesh Aggarwal with Mr. B.S. Shukla and Mr. Rajeev Kumar, Advocates for the Petitioner and Mr. V.K. Gupta, Dy. Registrar of Companies in person; and in view of the approval of the Scheme of Amalgamation without any modification; by the Secured Creditors of the Transferee Company and there being no investigation proceedings pending in relation to the Petitioner Transferee Company under Section 235 to 251 of the Companies Act, 1956.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION (Subject to sanction of the Scheme of Amalgamation in respect of the Transferor Company from the Court of Competent Jurisdiction) set forth in Schedule - I, annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Transferor and Transferoe Companies and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01/04/2009.

### AND THIS COURT DOTH FURTHER ORDER:

- That all the liabilities and duties of the Transferor Company be transferred without turther act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
- That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
- That the Transferee Company do without further application allot to such members of the Transferor Company
  as have not given such notice of dissent as is required by Clause 5.1 given in the Scheme of Amalgamation
  herein the shares in the Transferee Company to which they are entitled under the said Amalgamation; and
- 4. That on approval of the Scheme in respect of the Transferor Company from the Court of Competent Jurisdiction, the Transferor Company shall cause a certified copy of the Order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the Concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor Company and Transferee Company shall be consolidated accordingly; and
- It is also clarified that this order will not be construed as an order granting exemption from payment of standduty that is payable in accordance with law; and
- That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

Dated this the 19th April, 2010 (By order of the Court)

# SCHEME OF AMALGAMATION OF FEM CARE PHARMA LIMITED WITH DABUR INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS

### Preamble

This Scheme of Amalgamation between Fem Care Pharma Limited and Dabur India Limited and their shareholders (hereinafter referred to as "Scheme" or "the Scheme" or "this Scheme") provides for the amalgamation of Fem Care Pharma Limited with Dabur India Limited pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, 1956.

Fem Care Pharma Limited, (hereinafter referred to as "Transferor Company" or "Fem") a Company incorporated under the provisions of the Indian Companies Act, 1956 having its Registered Office at Plot No. D-55, Add. Industrial Area MIDC, AMBAD, Nashik - Maharashtra 422 010 is currently engaged in the business of Consumer products i.e. Skin Care, Cosmelic products and Pharmaceutical formulations.

Dabur India Ltd (hereinafter referred to as "Transferee Company" or "Dabur") a Company incorporated under the provisions of the Indian Companies Act, 1956 having its Registered Office at 8/3 Asaf Ali Road, New Delhi - 110002, is currently engaged in the business of manufacturing and marketing consumer goods in the segments of hair care, oral care, health supplements, digestives, foods, home care and skin and baby care. It also has a consumer health division which focuses on Over The Counter (OTC) and Ethical Ayurvedic portfolio.

# Rationale for the Scheme of Amaigamation

The amalgamation of Fem Care Pharma Limited with Dabur India Limited is being proposed for the purpose of developing the potential for further growth and expansion of their respective businesses and to have better synergies, optimization of resources and fund raising capabilities. The amalgamation would result in the following benefits, amongst others, to Fem Care Pharma Limited and Dabur India Limited and their respective members:

- (a) Enable the two companies to consolidate their business operations and provide significant impetus to their growth since both the companies are engaged in the similar areas of business.
- (b) Result in enhancing the scale of operations and reduction in overheads, administrative, managerial and other expenditure, operational rationalization, organizational efficiency, and optimal utilization of various resources.
- (c) Result in improved shareholder value for both the companies by way of improved financial structure and cash flows, increased asset base and stronger consolidated revenue and profitability.
- .(d) Result in enhanced leveraging capability of the combined entity which in turn will allow the combined entity to undertake future expansion strategies and to tap bigger opportunities in the consumer goods industry.
- (e) Consolidate the managenal expertise of the companies involved thereby giving additional strength to the operations and management of the amalgamated Company

In consideration of the above mentioned business rationale and related benefits, this Scheme between Fem and Dabur is being proposed in accordance with the terms set out hereunder.

# PART - I DEFINITIONS AND SHARE CAPITAL

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

  1.1 "Act" means the Companies Act, 1956 and shall include any statutory modification(s), re-enactment(s) or amendment(s) thereof for the time being in force.
- 1.2 "Appointed Date" means the 1st day of April, 2009 or such other date as the High Court may direct.
- 1.3 "Dabur" or "Transferee Company" means Dabur India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 8/3 Asaf Ali Road, New Delhi - 110002.
- 1.4 "Effective Date" means the later of the dates on which certified copies of the Orders of the High Court of Judicature at Bombay and High Court of Delhi or any other appropriate authority under Sections 391 to

394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Maharashtra at Mumbai and the Registrar of Companies, NCT of Delhi & Haryana at New Delhi respectively.

- 1.5 "Fem" or "Transferor Company" means Fem Care Pharma Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. D-55, AddL industrial Area MIDC, AMBAD, Nashik, Maharashtra 422 010.
- 1.6 "High Court" or "Court" means the High Court of Judicature at Bombay and High Court of Judicature at Delhi and shall include National Company Law Tribunal, if applicable.
- 1.7 "Record Date" means the date to be fixed by the Board of Directors of Dabur for the purpose of Issue of Equity Shares to the Equity Shareholders of Fern in terms of this Scheme.
- 1.8 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form submitted to the High Court or any other appropriate authority or with any modification(s) made under Clause 16 of this Scheme.

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 or any statutory modification or re-enactment thereof from time to time.

# DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or any other appropriate authority shall be operative from the Appointed Date but shall be effective from the Effective Date.
- 2.2 Any reference in this Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "upon the coming into effect of the Scheme" shall mean the Effective Date.

### SHARE CAPITAL

3.1 The share capital of Fem as on March 31, 2009 is as under:

Particulars Authorized Capital	Amount (Rs. in Lacs)	
7,000,000 Equity Shares of Rs. 10 each	700.00	
Issued, Subscribed and Paid-up	700.00	
3,529,400 Equity Shares of As. 10 each Add: amount paid-up on forfeited shares	352.94 0.15	
	353.09	

As on date, 3,252,476 equity shares of Rs 10/- each fully paid-up are held by Dabur, making Fern the subsidiary of Dabur.

As on the date of the Scheme being approved by the Board of Directors of Fern and Dabur, there is no change in authorized, issued, subscribed and paid-up equity- capital of Fern.

3.2 The share capital of Dabur as on March 31, 2009 is as under:

Particulars Authorized Capital	Amount (Rs. in Lacs)	0
1,450,000,000 Equity Shares of Rs. 1 each	14,500.00	
Issued, Subscribed and Paid-up	14,500.00	
865,076, 249 Equity Shares of Rs. 1 each	8,650,76	
	8,650.76	

Subsequent to March 31, 2009, Dabur has issued 687,379 fully paid up equity shares of Rs 1 each and thus the paid up share capital has increased to 865,763,628 shares of Rs 1 each aggregating to Rs 865,763,628.

### PART - II AMALGAMATION OF FEM WITH DABUR

# 4. TRANSFER AND VESTING

- 4.1 Upon the scheme becoming effective, and with effect from the Appointed Date, the entire business and whole of the Undertakings of the Transferor Company including all its properties and assets of whatsoever nature 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 land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, tax credits, investments, reserves, provisions, funds, licenses, registrations, copyrights, any brand name, patents, trademarks and other rights and licenses in respect thereof, permits, quotas, approvals, actionable claims, all rights / title or interest in property(les) by virtue of any court order / decree, contractual arrangement, allotment, grant, possession or otherwise, lease, tenancy rights, permissions, incentives, licenses including but not limited to export license, import license, Industrial and other licenses, bids, tenders, municipal and other statutory permissions, approvals including but not limited to right to use and avail electricity connections, water connections, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information. other records whether in physical, electronic form in connection/ relating to the Transferor Company and all other rights, title, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever, situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Courts or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company.
- 4.2 Upon the scheme becoming effective and with effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the close of business on the date preceding the Appointed Date whether or not provided in the books of the Transferor Company shall be deemed to be the debt, liabilities, duties and obligations of the Transferor Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- 4.3 Upon the coming into effect of this Scheme, the borrowing limits of Transferee Company in terms of section 293(1)(d) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of Transferee Company, with effect from the Appointed Data.
- 4.4 The transfer and vesting of the entire business and assets and liabilities as aforesaid of the Transferor Company, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company.

Provided however, any reference in any security documents or arrangements (to which the Transferor Company is a party) to the assets of the Transferor Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Transferor Company as are vested in the Transferoe Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company or any of the assets of the Transferoe Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferor Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferoe Company by virtue of the amalgamation of the Transferor Company with the Transferoe Company and the Transferoe Company shall not be obliged to create any further or additional security therefore after the Scheme has become operative.

4.5 In respect of all the movable assets of the Transferor Company and the assets which are otherwise

capable of transfer by physical delivery or endorsement and delivery, including cash on hand (together with duly executed transfer forms or other documents as may be required), shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date.

Such delivery and transfer shall be made within thirty days from the Effective Date or such other extended date as may be mutually agreed upon between the respective Boards of Directors of the Transferor Company or a committee thereof and the Board of Directors of the Transferee Company or a committee thereof.

- 4.5 In respect of any intangible moveable assets of the Transferor Company other than those mentioned in Clause 4.5 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Company shall if so required by the Transferoe Company, and the Transferoe Company may, issue notices in such form as the Transferoe Company may deem fit and proper stating that pursuant to the High Court having sanctioned this Scheme, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferoe Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realise the same stands transferred to the Transferoe Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.7 Upon the Scheme becoming effective, with effect from the Appointed Date, any brands, copyrights, trademarks, statutory licenses, permissions, approvals, quotas or consents to carry on the operations and business of Transferor Companies shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in tayour of Transferee Company. The benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax registrations, excise registrations and service tax registrations or other licenses and consents shall vest in and become available to Transferee Company pursuant to this Scheme.
- 4.8 Upon the Scheme becoming effective, all taxes payable by the Transferor Company under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "Tax Laws") shall be to the account of the Transferoe Company; similarly all credits for lax deduction at source on income of Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly compiled with by the Transferoe Company if so made by Transferor Company. Similarly any advance tax payment required to be made for by the specified due dates in the tax laws shall also be deemed to have been made by the Transferoe Company if so made by the Transferor Company. Any refunds under the 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 Transferoe Company.
- 4.9 All taxes of any nature, duties, cesses or any other like payment or deductions made by Transferor Company to any statutory authorities such as Income Tax, Sales tax, service tax etc. or any tax deduction / collection at source, tax credits under Tax taws, relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the High Court upon relevant proof and documents being provided to the said authorities.

# 5 DISCHARGE OF CONSIDERATION

- 5.1 Upon this Scheme becoming effective and in consideration of the amalgamation, Transferee Company shall issue and allot to the equity shareholders of Transferor Company, other than the Transferee Company holding fully paid up equity shares in Transferor Company and whose name appears in the Register of Members of Transferor Company as on the Record Date, his/her heirs, executors, administrators or the successors-in-title, as the case may be, 5 (Five) Equity Share(s) of the face value of Re. 1 each of Transferee Company credited as fully paid-up, for every 1 (One) Equity Share of the face value of Rs. 10 each of the Transferor Company ("Share Exchange Ratio"). It is clarified that no Equity Shares will be issued to the Transferee Company in its capacity as shareholder of the Transferor Company since Transferee Company cannot issue shares to itself.
- 5.2 It is further clarified that, save and except as provided in clause 5.1 above, shares of the Transferor Company held by the Transferee Company on the Record Date shall be cancelled without any further act

or deed, and the Transferee Company shall not issue shares to the extent of shares held by itself in the Transferor Company.

- 5.3 The shareholders of Transferor Company, to whom equity shares are to be issued by the Transferoe Company pursuant to Clause 5.1 above shall be issued in dematerialized form. However, shareholders of Transferor Company shall have an option to receive the certificate(s) of shares or receive credit in their demat accounts. Those, who wish to receive their equity shares in dematerialized form, shall provide all details relating to their account with depository participant, to the Transferoe Company. In case no response is received, the Transferoe Company shall issue the shares in the form in which Transferor Company shares were held as on the Record Date by the concerned shareholder.
- 5.4 Any fraction arising on issue of Equity Shares as above will be rounded off to the nearest integer.
- 5.5 The Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank part passu in all respects, including dividend, with the then existing equity shares of the Transferee Company.
- 5.6 The Transferee Company shall take necessary steps to increase or after or re-classify, (if necessary), its Authorized Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.
- 5.7 The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of the provision of Section 81 (1A) and other relevant and applicable provision of the Act for the issue and allotment of Equity Shares by Transferee Company to the shareholders of the Transferor Company, as provided in this Scheme.
- 5.8 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors of the Transferee Company or any Committee / person duty authorized in this regard by the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transferor Company, after the effectiveness of this Scheme;
- 5.9 The equity shares of the Transferee Company issued pursuant to Clause 5.1 above, shall be listed and / or admitted to trading on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date. Such equity shares shall, however, be listed subject to the Transferee Company complying with all the applicable regulations and obtaining the requisite approvals from all the relevant regulatory authorities pertaining to the fisting of the equity shares issued pursuant to the scheme.

# 6. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY

- 6.1 On the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books of accounts as under:
  - (a) The lace value of Equity Shares issued pursuant to Clause 5.1 above will be recorded as Share Capital.
  - (b) The investments held by Transferee Company in the Transferor Company will stand cancelled and there shall be no further obligation/outstanding in that behalf.
  - (c) Transferee Company shall, record the assets and liabilities of Transferor Company vested in it pursuant to this Scheme, at their respective book values.
  - (d) Inter-company balances if any, will stand cancelled.
  - (e) The difference between the book value of net assets taken over as per sub-clause (c) and the value of shares issued as per sub-clause (a) above, after accounting for the cancellation in sub-clauses (b) and (d) above shall be debited to the Share Premium Account, the Capital Reserve Account and General Reserve and the balance if any, shall be adjusted against the accumulated credit balance in the Profit and Loss Account.
  - (f) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Companies and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the accumulated credit balance in the Profit and Loss Account of the Transferee Company.
  - (g) Upon the Scheme being effective the Authorized share capital of the Transferor Company would add to the authorized share capital of the Transferee Company and the authorized share capital of the Transferee Company would stand increased to that extent without any further act or deed.
  - (h) The application and reduction of the Share Premium Account as per sub-clause (e) above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Section 78 and Section 100, 102 and 103 of the Act, as the same does not involve either diminution of liability in

respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction and sufficient compliance of the provisions of Section 100 to 103 of the Companies Act, 1956, rule 85 of the Companies (Court) Rules, 1959, and other applicable provisions, if any, relating to the reduction of share capital.

Notwithstanding the reduction as mentioned above, the Transferee Company shall not be required to add "and reduced" as a suffix to its name and the Transferee Company shall continue in its existing

# BUSINESS AND PROPERTY IN TRUST FOR TRANSFEREE COMPANY

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

The Transferor Company shall carry on and be deemed to have carried on its business and activities belonging to the Transferor Company and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire business and undertakings or the appropriate part thereof belonging to the Transferor Company for and on account of and in trust for the Transferee

All the profits or income accruing or arising to the Transferor Company or exponditure or leases incurred by the Transferor Company in respect of its business and activities belonging to the Transferor Company, shall for all purposes be treated and deemed to be the profits or income or expenditure or

losses of the Transferee Company as the case may be.

(iii) It is clarified that there would be no accrual of income or expense on account of any transactions, including inter-alia any transactions in the nature of sale or transfer of any goods or services between the Transferor Company and Transferee Company, during the period between the Appointed Date and the Effective Date;

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

carry on the business of the Transferor Company.

# CONDUCT OF BUSINESS

As and from the date of acceptance of this Scheme by the Board of Directors of the Transferor Company 6.1 and the Board of Directors of Transferee Company till the Effective Date:

The Transferor Company shall carry on their business with reasonable diligence and in the same manner as it had been doing hithertofore, and the Transferor Company shall not after or expand the

business except with the concurrence of the Transferee Company.

The Transferor Company shall not, without the written concurrence of Board of the Transferee Company, allenate, charge or encumber any of its properties referred to in Clause 4 above except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of the Transferor Company and the Transferee Company.

The Transferor Company 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.

- Except the cancellation of shares of the Transferee Company in the Transferor Company, as a part of this Scheme, the Transferor Company shall not make any change in its capital structure either by any increase, (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner which may, in any way, affect the Share Exchange Ratio (as defined in Clause 5.1 above), except by mutual consent of the respective Boards of Directors of the Transferor Company and the Transferee Company or except as may be expressly permitted.
- With effect from the Effective Date, Transferee Company shall commence and carry on and shall be 8.2 authorised to carry on the businesses carried on by the Transferor Company.

### 9. STAFF, WORKMEN & EMPLOYEES

- On the Scheme becoming effective, all staff, workman and employees of the Transferor Company in 9.1 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 the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.
- The services of all such Employees with the Transferor Company prior to the transfer, as aforesaid, shall 9.2

be taken into account for the purposes of all benefits to which the said Employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Transferor Company.

8.3 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 the Transferor Company shall be transferred to and shall get consolidated with the corresponding funds of the Transferee Company. Transferee Company shall have 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 the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds. Until such time that the Transferee Company creates/arranges for its own funds, 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 fund of the Transferor Company. Such contributions and other balances pertaining to the employees of the Transferor Company on creation of relevant funds/arrangements by the Transferee Company.

### LEGAL PROCEEDINGS

10.1 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 the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

# 11. CONTRACTS, DEEDS, ETC.

- 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 are 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 as the case may be 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 or confirmation or enter into any tripartite agreement, confirmations or novations, to which the Transferor Company as the case may be 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 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.
- 11.3 All subsisting agreements/ arrangements of the Transferor Company relating to the use of patents, patent applications, trade marks (including logos), brands, designs, copyrights, and / or technology and all other intellectual property and rights, shall accrue to and for the benefit of the Transferee Company...
- 12. SAVING OF CONCLUDED TRANSACTIONS
  The transfer of the entire business and the undertaking of the Transferor Company to the Transferor 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 till the effective date, to the end and intent that the Transferor 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 Transferoe Company.
- WINDING UP
  On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound
  up.

# PART III GENERAL CLAUSES, TERMS AND CONDITIONS

GENERAL CLAUSES

- 14.1 Upon the Scheme coming into effect, the Transferee Company shall be entitled to use all pucked/ tabeled goods, packing materials, cartons, stickers, wrappers, labels, containers, point of sale material, sign board, samples, closures, other publicity material, etc lying unused with the Transferor Company or its vendors, suppliers or third party or in its supply chain or distribution channel and which the Transferor Company is entitled to use under any statutes/ regulations, till such time as all of such stock exhaust without making any amendment on those goods or materials.
- 14.2 Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns, fringe benefit tax returns and other returns filed under the Tax laws and to claim refunds, advance tax and withholding tax credits, etc as applicable, pursuant to the provisions of this Scheme.
- 14.3 In accordance with Modvet / Cervet Rules framed under the Central Excise Act. 1944, as are prevalent on the Effective Date, the unutilized credits relating to excise duties paid on inputs/ capital goods lying to the account of the Transferor Company, if any, shall be permitted to be transferred to the credit of Transferoe Company, as if all such unutilized credits were tying to the account of Transferoe Company. The Transferoe Company shall accordingly be entitled to set off all such unutilized credits against the excise duty payable by it.

# 15. APPLICATION TO THE HIGH COURT

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications to the High Court under whose jurisdiction the registered offices of The Transferor Company and the Transferee Company are situated, for sanctioning this Scheme under Sections 391 to 394 and applicable provisions of the Act and for dissolution of the Transferor Company without being wound up.

16 MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company by their respective Board of Directors may make and/or consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Courts 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 of Directors). The Transferor Company and the Transferee Company by their respective Board of Directors shall be 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 order of any other authority or otherwise however arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

# 17. CONDITIONALITY OF THE SCHEME

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

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 the Transferee Company as may be directed by the High Court.

ii) The sanction of the High Court under Sections 391 to 394 of the said Act in favour of the Transferor Company and the Transferee Company under the said provisions and to the necessary Order under

Section 394 of the said Act being obtained.

iii) The requisite consent, approval or permission of any other statutory or regulatory authority, which by

law may be necessary for the implementation of this Scheme;

iv) Certified copies of the Orders of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai and the Registrar of Companies, NCT of Delhi & Haryana at New Delhi by Transferor Company and the Transferee Company respectively.

# 18. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals referred to in Clause 17 not being obtained and/ or the Scheme not being sanctioned by the High Court of Judicature at Bombay or the High Court of Delhi or such other competent authority, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

COSTS, CHARGES & EXPENSES

Except in the circumstances mentioned in Clause 18 above, all costs, charges, taxes including duties, levies and all other expenses, if any of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferoe Company.