

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
AARTI PHARMALABS LIMITED**



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Registrar of Companies
RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, India, 380013

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

Corporate Identification Number (CIN): U24100GJ2019PLC110964

I hereby certify that the name of the company has been changed from AARTI ORGANICS LIMITED to AARTI PHARMALABS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name AARTI ORGANICS LIMITED.

Given under my hand at Ahmedabad this Eighteenth day of August two thousand twenty-one.

Digitally signed by DS DS MINISTRY OF CORPORATE AFFAIRS 05, DN: cn=DS MINISTRY OF CORPORATE AFFAIRS 05, o=MINISTRY OF CORPORATE AFFAIRS, postalCode=380013, email=rocm@roc.gov.in, c=IN, serial=18, reason: I am the Registrar and integrity of this document Date: 2021.08.18 16:29:48 +05'30'

TRUPTI SUBHASH SHARMA

Registrar of Companies
RoC - Ahmedabad

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

AARTI PHARMALABS LIMITED
Plot No. 22/C/1 & 22/C/2,, 1st Phase, G.I.D.C. Vapi,, Vapi, Valsad, Gujarat, India, 396195





सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that AARTI ORGANICS LIMITED is incorporated on this Twenty second day of November Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U24100GJ2019PLC110964.

The Permanent Account Number (PAN) of the company is **AASCA9722G ***

The Tax Deduction and Collection Account Number (TAN) of the company is **SRTA11403A ***

Given under my hand at Manesar this Twenty second day of November Two thousand nineteen.

DS MINISTRY OF
CORPORATE AFFAIRS 27

Digital Signature Certificate

ALOK TANDON

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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

AARTI ORGANICS LIMITED
Plot Nos. 801, 801/23, GIDC Estate,, Phase - III, Vapi, Dist. Valsad,, VAPI,
Valsad, Gujarat, India, 396195



* as issued by the Income Tax Department

SCHEDULE I

(See sections 4 and 5)

TABLE -A

THE COMPANIES ACT, 2013

MEMORANDUM OF ASSOCIATION

OF

AARTI PHARMALABS LIMITED

1. The *name of the company is **"AARTI PHARMALABS LIMITED"**
2. The registered office of the company will be situated in the State of Gujarat.
3. (A) **The objects to be pursued by the company on its incorporation are: –**

To carry on the business of manufacturers, producers, processors, job worker, buyers, sellers, importers, exporters, stockists, agents, merchants, distributors of and/or otherwise dealers in fine chemicals, industrial and pure chemicals, organic and inorganic chemicals, speciality chemicals, dyes, drugs, pharmaceuticals and allied products including but not limited to perfumes, toilet goods, detergents, flavours, solvents, chemical / drug / dye intermediates, cosmetics, insecticides, pesticides, fertilizers, heavy chemicals, alkalis, acids, chemical, industrial preparations, synthetics, resins, chemicals for plastic, pigments, varnishes, paints, alcohols, agrochemicals, petrochemicals, makers and dealers in preparatory formulations and articles of the above nature within and / or outside India.

- (B) **Matters which are necessary for furtherance of the objects specified in clause 3(A) are: –**

1. To undertake, conduct carry on business in the field of naturally occurring chemicals, elements and substances in minerals, plants, air, sea and river waters including products or by-products and waste products derived, extracted, made, prepared and produced from such elements and substances and to undertake, conduct, carry on or assist to carry on business in the field of all kinds of chemical substances

including petrochemicals, organic and inorganic chemicals, naturally occurring or synthetically or semi-synthetically made or those made by biological processes, fermentation of enzymes activity or by electro chemical methods including auxiliaries catalysts and substances, matters and materials connected with or incidental to such business and their research or investigations and photographic, surgical and scientific apparatus and materials required for the above said products.

2. To undertake, conduct, carry on or help, and or assist to carry on works in the fields of manufacturing methods, analytical methods, quality control methods, in relation to all chemical substances and products occurring naturally or man-made and for innovation of new substances and discovering new uses of all chemicals and other substances and products, occurring naturally or man-made, and to investigate into the utilisation and improvement of inputs generally an particularly with a view to import substitution, and to investigate into and improvement of processes, machinery, plant, components and appliances used in said industry and trade.
3. To exchange, sell, convey, assign or let on lease or leases or otherwise deal with the whole or any part of the Company's immovable property, and to accept as consideration for or in lieu thereof, other land or cash or Government Security or securities guaranteed by Government or partly the one and partly the other or such property or securities as may be determined by the Company and to take back or reacquire any property so disposed off by repurchasing or leasing the same for such price or prices or consideration and on such terms and conditions as may be agreed upon.
4. To seek for and secure openings for the employment of capital in India and elsewhere, and with a view thereto to prospect, inquire, examine, explore and test and to despatch and employ expeditions and test and to despatch and employ expeditions commissioners, experts and other agents for business of the Company.

Footnote:

*The Name Clause of the Company is changed vide Special Resolution passed at the Extra Ordinary General Meeting of the Company held on August 13, 2021.

5. To open account or accounts either current or overdraft with any bank or banks, persons or company and to endorse cheques and operate such accounts.
6. To sell, improve, manage, develop, exchange, lease, mortgage, dispose off turn out to account, or otherwise deal with all or any part of the property and rights of the Company.
7. To apply for recognition as Export House, apply for import entitlements, export incentives, drawbacks and exercise such other rights and privileges of an import export undertaking.
8. To employ experts to investigate and examine into the conditions prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights in which the Company will be interested for its business.
9. To guarantee or become liable for the payment of money or for the performance of any obligations and to transact business connected or ancillary to main objects.
10. To draw, make, endorse, execute, issue, discount, buy, sell, and deal in bills of exchange, promissory notes, hundies, bills of lading, warrants, coupons, import entitlements and other negotiable or transferable securities or documents, in course of Company's business.
11. To acquire by purchase, lease, exchange or otherwise land, buildings and hereditaments of any tenure or description situate in any place in India or elsewhere and any estate or interest therein, any right over or connected with land so situate and turn the same to account as may seem expedient and in particular by preparing building sites and by constructing, altering, improving, decorating, furnishing and maintaining the same to achieve the above objects.
12. To purchase the reversion or otherwise acquire the freehold or fee simple, of all or any part of the lands for the time being held under lease, or for an estate less than a freehold estate by the Company.
13. To arrange or undertake the sale, purchase or advertise for sale or purchase, assist in selling or purchasing and find or introduce, purchasers or vendors of property belonging to the Company and to let any portion of any premises for residential trade or business purposes or other private or public purposes and to collect rents and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, lavatories laundry conveniences, electric conveniences, garage and other advantages.
14. To undertake the payment of all rents and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
15. To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit and in particular for shares fully or partly paid up, debentures, debenture-stock or securities of any other Company whether promoted by the Company for the purpose or not and to improve, manage, develop, exchange, lease, dispose off turn to account or otherwise deal with all or any part of the property and rights of the Company.
16. To sell or dispose off for cash or on credit or to contract for the sale and future delivery of, or to send for sale to any part of India or elsewhere, all the articles and things and also all other products or produce whatsoever of the Company.
17. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, know-how process, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and operations of plant required for any of the business of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things, cases and other cash or any other assets, as may be thought fit.

18. To apply for, purchase or otherwise acquire any patents, brevets, d'invention, licences, concessions, and the like conferring an exclusive, non-exclusive or limited rights to use, any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem to be expedient or convenient or calculated directly or indirectly to benefit this Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights and information so acquired.
19. To acquire, establish and provide or otherwise arrange for transport of any kinds for the purpose of the business of the Company and to construct any lines or works in connection therewith and work the same by steam, gas, oil, electricity or other fuel for power.
20. To undertake any advisory, accountancy, technical and management consultancy or similar work and to take part in supervision or control of the business of operation of any other Company or undertaking in which the Company is interested to achieve objects of the Company.
21. To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation carrying on any business which this Company is authorised to carry on or possessed of any property or rights suitable for the purpose of the Company and to carry on or liquidate and wind up such business.
22. To provide for the welfare of Directors or persons in the employment of the Company or formerly engaged in any business acquired by the Company and the wives, widows and families or dependants of such persons by grants of moneys, pensions or other payments and by establishing and supporting or siding in the establishment and support of associations, institutions, funds, trusts, conveniences and providing or subscribing towards places of instructions and recreation and hospitals, dispensaries, medical and other attendance and other assistance, as the Company shall think fit and to form, subscribe to or otherwise aid benevolent, religious, scientific, national, social public or other institutions or objects, or, any exhibitions which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operation or otherwise.
23. To enter into any agreement with any Government or authorities. Municipal, Local or otherwise that may seem conducive to the Company's activities or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable or expedient to obtain and to carry out exercise and comply with any such arrangement rights, privileges and concessions.
24. To amalgamate with any other Company whose objects are or include objects similar to those of this Company whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other Company as aforesaid with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other company as aforesaid or in any other manner as permissible under the Companies Act, 2013 the Monopolies and Restrictive Trade Practices Act, 1969 and such other legislation.
25. To enter into any partnership or joint venture any arrangement for sharing profits and losses, Union of Interest, joint ventures, reciprocal concession or otherwise with any person or persons, firm or concern or corporation carrying on or engaged in or about to carry on or engage in any business or enterprise which this Company is authorised to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit or to be expedient for the purpose of this Company and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such Company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.
26. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall

consider to be preliminary including therein the cost of advertising, commissions for underwriting, professional and legal charges, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.

27. To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise or in such other manner as the Company shall think fit and for the purposes aforesaid to charge all or any of the Company's property or assets present and future, including its uncalled capital and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to redeem, purchase or pay off any such security subject to the provisions of Section 58A and directives of Reserve Bank of India.
28. To lend money to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to give any guarantee or indemnity as may seem expedient but not to do any banking business as described in Banking Regulation Act, 1949.
29. To invest and deal with the moneys of the Company not immediately required in shares, stock, bonds, debentures, obligations or other securities of any company or association or in Government securities or in deposit with Banks or in any other investments or commodities or in any other manner as may from time to time be determined.
30. To promote any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
31. From time to time to subscribe, contribute or otherwise to assist or guarantee money for any national, charitable, benevolent or public, objects of public character or to social, cultural or economic organisations, or for any social purposes the support of which will in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers or the public.
32. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical, research and experiments, to undertake and carry on scientific and technical researches, experiments and test of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions, by providing, subsidising and endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remunerations of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes, grants to students and or employees or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, test and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.
33. To insure any of the properties, undertakings, contracts guarantees or obligations of the Company of every nature and kind in any manner whatsoever.
34. To create any depreciation fund, reserve fund, sinking fund, insurance fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever conducive to the interest of the Company.
35. To establish and maintain local registers agencies and branches, places of business and procure the Company to be registered, or recognised and carry on business in any part of the world.
36. To adopt such means of making known the business of the Company as may seem expedient or convenient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art of interest, by publication of books and periodicals and by granting prizes, awards and donations.
37. To undertake and execute any trusts the undertaking whereof may seem desirable or expedient and either gratuitously or otherwise.

38. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters and to provide the remuneration of such persons for their service by payment in cash, or by the issue of shares, debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.
39. To refer and/or to agree to refer any claim, demand, dispute by or against the Company, or in which the Company is interested or concerned and whether between the Company and the members or his or their representatives or between the Company and third parties, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
40. 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 wise connected with any particular trade or business or with scientific research, trade, industry or commerce generally and particularly with the business and activities of the Company including any association, institution, or fund for the protection of the interests of masters, owners, and employers against loss by bad debts, accidents, or otherwise.
41. To dedicate, present or otherwise dispose of, either voluntarily or for value of any property of the Company deemed to be of national, public or local interest, to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
42. To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade or social economical justice.
43. To establish, maintain and conduct training schools, courses and programmes in connection with the sale, installation, use, maintenance, improvement or repair of machine apparatus, appliances or products and of articles, required in the use thereof or used in connection therewith by the Company.
44. To do needful for the promotion and growth of the national economy through increased productivity, effective utilisation of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations; and the Company shall be mindful of its social and moral responsibilities to the consumers, employees, shareholders, society and the local community.
45. To do the above things in any part of the world and either as principals, agents, trustees or otherwise and either alone or in conjunction with others and by or through agents, sub-contractors, trustees or otherwise.
46. To distribute any of the company's property among the members in specie or kind as permissible under the provisions of the Companies Act, 2013 in the event of winding up.
47. To place to reserve or to distribute as bonus shares among the members or otherwise to apply as the company may from time to time think fit, any moneys of the company including moneys received by way of premiums on shares or debentures issued at a premium by the company and any moneys received arising from the sale by the company of forfeited shares as permissible under the Companies Act, 2013.
48. To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimise financial or other disturbances which might affect the company.
49. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of or the uplift of the public in any rural area and to incur an expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generally of the foregoing, "programme or rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area

which is likely to promote and assist rural development and that the words "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income Tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded as rural areas, in order to implement, any of the above mentioned objects or purposes, transfer without consideration or of such fair or concessional value and subject to the provisions of the companies Act, 2013 divest ownership of any property of the company to or in favour of any public or local body or authority or central or state government or any public institutions or trusts or funds.

50. To undertake, carry out promote and sponsor or assist any activity for the promotion and growth of national country and for discharging what is considered to be the social and moral responsibilities of the company to the public or any section of the public also any activity which is likely to promote national welfare or social, economic or moral growth of the public or any section of the public and in such manner and by such means as the Company may think fit, and the Company may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for publishing of any books, literature, newspapers, etc. or for organising, lectures or seminars likely to advance these objects or for giving merit awards, for scholarships, loans or any other assistance, to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing conducting or assisting any institutions; funds, trusts, etc. having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner, and the Company may at its discretion, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value and subject to the provisions of the Companies Act, 2013 divest the ownership of any property of the Company to or in favour of any public or local body or authority or central or state government or any public institution or trusts or funds.
51. To carry on the business of builders, engineers and contractors in all branches of construction and of constructing

buildings and selling buildings on cash or otherwise or on ownership or co-operative basis or hire purchase basis or any other basis or system.

52. To purchase, take on lease or in exchange or otherwise acquire any lands with or without buildings or structures and any estate or interest and any rights connected with any such lands and/or buildings and structures and to develop, turn to account, lease, transfer, in whole or in part or dispose of in any manner the same as may seem expedient and in particular by laying out and preparing the same for building purposes and/or with a view to form a colony or society with all kinds of sanitary, water, roads and lights, conveniences for residential, commercial and/or public utilities and by constructing reconstructing, altering, pulling down, decorating, maintaining, furnishing, filling up and improving, building, offices, flats, houses, factories, ware houses, shops, schools, colleges, mills, roads, drains, wells and by painting, paving, drawing, farming, cultivating and letting the same on or building agreement and by advancing money and entering into contracts and arrangements with builders, tenants and others.
53. To carry on the business of plasticising, moulding, injecting, extruding plastics or any other materials of any size or shape and the manufacture and/or process, sell, buy, import and export plastic both thermoplastic and thermoplastic in particular bakelite, urea, nylon in power, sheet or moulded from or otherwise.
54. To manufacture, prepare for market, refine and otherwise manipulate and deal in and turn to account all materials and commodities grown or produced or purchased by the Company and all refuse and by-products derived therefrom.
55. To explore, prospect, take on lease or on royalty basis or otherwise acquire mines, mining rights and lands or any interest therein and to quarry, mine, dress, reduce, draw, extract, calcine, smelt, refine, manufacture, process and otherwise acquire, buy, sell or otherwise dispose of and deal in all types of qualities and descriptions of ores, metal and mineral substances and to carry on any other metallurgical operations.

56. To carry on the trades or business of manufacturers of and dealers in, explosives, ammunition, firewalls and other explosive products and accessories of all kinds and of whatsoever composition and whether for military, spating, mining or industrial purposes or for petrochemical display or any purpose.
57. To cultivate, grow, produce and deal in any vegetable products and to carry on all or any of the business of foremen, dairymen, mill contractors, dairy foremen, millers, surveyors and vendors of milk, cream, cheese, butter, poultry and provisions of all kinds, growers of and dealers in corn, hay and straw, seedsmen and to buy, sell, trade in any goods which is usually traded in any of the above business.
58. To engage in the business of engineering, constructing and construction, including the design, manufacture, construction, erection, alteration, repair and installation of plants, buildings, structures, ways, works, systems and mechanical, electrical and electronic machinery, equipment apparatus and devices.
59. To purchase, manufacture, construct, erect, fabricate, build press, stamp, draw, spin, furnish, equip utilise, procure, refine, mine or otherwise acquire invest in, own, hold use, animals and agricultural products and purchase, manufacture, produce, or otherwise, acquire, invest in, own, hold use, sell, assign, transfer or otherwise dispose of, trade in and deal with any and all articles or things manufactured, produced, resulting or derived in metals and source materials, ingredient, mixtures, derivatives, and compounds thereof, and any all kinds of products of which any of the forgoing constitutes an ingredient or in the production of which any of the foregoing constitutes an ingredient or in the production of which any of the foregoing is used including but not limited to mechanical and electrical machinery, apparatus, equipment, implement, devices, fixtures, supplies and accessories and casting and forgings.
60. To purchase, breed, raise, produce or otherwise acquire, invest in, own, hold, use, sell, assign, transfer or otherwise dispose of, trade in and deal with any and all kinds of animals and agricultural products and purchase, manufacture, produce or otherwise acquire, invest in, own, hold, use, sell, assign, transfer, or otherwise dispose of, trade in and deal with any and all articles or things manufactured, produced, resulting or derived in whole or in part from animals or agricultural products, of any kind, whether to be used as food or in commerce manufacture, the sciences, the arts or otherwise.
61. To manufacture or otherwise acquire and deal in containers and packing materials of any kind including those made of glass, earthenware, metal, cardboard and plastic materials.
62. To carry on the business of manufacturers, exporters and importers, commission agents, tradesmen and dealers in dyes, intermediates and dye-stuffs, chemicals of all types including agricultural laboratory, photographic, pharmaceutical and industrial chemicals, oils of all kinds including vegetable and natural essential oils tanning and tanning extracts, paint and paint raw materials, solvents, perfumes, acids, alkalies, plastic and plastic materials of all kinds including polythene ad polyvinchloride (PVC) and its allied products and substances whether manufactured or not.
63. To carry on business as timber merchants, saw mill proprietor and timber growers and to buy, sell, grow, prepare for market, manipulate, import for, export and deal in timber and wood of all kinds ad to manufacture and deal in veneers, veneer products, veneer for techests, packing cases and commercial boards, decorative veneers, laminated boards, block boards, composite boards, compressed boards, pressed boards, hard board, ship boards, bent wood, moulded wood and articles of all kinds in the manufacture of which timber or wood is used.
64. To carry on the business of iron founders, civil and mechanical engineers, consulting engineers, project engineers, technical consultants, and manufacturers of agricultural, industrial and other machinery and tool kits, machine tool makers, brass founders, metal workers, boiler makers, makers of locomotives and engineers of every description, millwrights, machinists,

- iron and steel converters, smiths, wood workers, painters, chemists, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers, carriers and to buy, sell, design, specify, manufacture, fabricate, export, import, repair, convert, alter, let on hire and deal in machinery, implement plants, tools, tackles, instruments, rolling stock and hardware of all kinds, general fittings, accessories and appliances of all description made of metal, alloy glass or any other material and any parts of such accessories or fittings and generally to carry on business as merchants, importers and exporters and to transact and carry on all kinds of agency business.
65. To refine, treat and render merchantable and fit for use natural deposits of salt, brine, nitron, soda, kieselguhr nitrates and other chemical substances of all kinds obtained as aforesaid ad to manufacture therefrom by any electrolytic, metallurgic or other forms of plants or process of every kind of chemical and other products and byproducts.
 66. To carry on the business of chemical, mineral and mining engineers, analysis and analysers and metal, minerals, finished products and consultants and prospectors and drawers and of metallizing by process known as vacuum metallizing of plastic, metal, glass, paper, boards, ceramics and other materials.
 67. To carry on business as manufacturers, importers and exporters of and dealers in plastic, bakelite, celluloids and other similar materials and goods articles and products of every kind and description, manufactured wholly or partly out of the chemical and allied substances, refuse and bye products of the Company.
 68. To carry on the business of manufacturers, exporters and importers, commission agents, tradesmen and dealers in all kinds of fertilizers including synthetic and other fertilizers, manure, mixtures, dips, sprays, vermiculites, pesticides, insecticides, medicines and medicines of all kinds for agriculture, horticulture or other purposes and remedies for animals and also to deal in agricultural implements like pumps, sprays, machines, tractors and allied articles.
 69. To carry on the business of extracting oil either by crushing or by chemical or any other processes from copra, cottonseed, linseed, castorseed, groundnuts or any other nut or seed or other oil-bearing substances whatsoever.
 70. To carry on the business of tin makers, tin manufacturers, tin converters, colliery proprietors, coke manufacturers, miners, smelters, engineers, tine plate makers and iron founders in all their respective branches.
 71. To carry on the business of manufacturers of and dealers in all kinds of apparatus, bottles, containers, caps, stoppers, jars, brushes, boxes and cases, wholly of card wood, metal, plastic or other substances, tins, cartoons, compact cases, tools, utensils, filling and packing the articles and products of the Company.
 72. To carry on all or any of the business of soap and candle makers, tallow merchants, oil-merchants, and manufacturers of and dealers in other preparations or compounds, perfumery and proprietary, art, articles and materials and derivatives and other similar articles of every description.
 73. To promote, help, encourage, and/or undertake cultivation, production and collection of flowers, herbs, roots, leaves, seeds, woods, resins and other substances, suitable for the manufacturers of essential oils, aromatic, chemical and perfumery compounds.
 74. To manufacture, produce, refine, prepare for market, distil, treat, cure, submit to any process, purchase, sell and otherwise trade or deal in, export and import and dispose of and turn to account vegetables, oils, essential oils, chemicals including aromatic, chemicals and perfumery compounds, gum, molasses, syrups, alcohol, spirits, balts and other gums and residual and other produce or products and bye products thereof.
 75. To carry on all kinds of agency business and as buying and selling agents of all articles, things commodities and products.
 76. To carry on business as manufacturers, refiners, importers and exporters of and dealers and merchants in copra, cotton seeds, linseed, castorseed,

- groundnuts or any other nut or oil bearing substances whatsoever and oils, cakes manufactured therefrom hydrogenated oils, oil cakes, grains and flour, as makers and manufacturers of cattle food, poultry foods and foods for animals and birds and feeding and fattening preparations of every description, as makers and manufacturers of manures and fertilizers of every description.
77. To manufacture and deal in hydrogenated oils, vegetable oils, vegetable ghee substitutes, vegetable products and butter substitutes, glycerine, lubricating oils, and oil preparations and products including bye products of whatsoever description and kind and to carry on the business of manufacturers and dealers in all kinds of oils, oil seeds and oil buyers, sellers and dealers of oil-seeds and oil products including bye products.
 78. To carry on the business of manufacturers, producers, processors, buyers, sellers, importers, exporters and or otherwise dealers in pharmaceuticals, drugs, medicines, medicine preparations, tabulating formulations, injections and other pharmaceutical products.
 79. To construct, execute, carry out, equip, improve, alter, develop decorate, maintain, furnish, administer, operate, manage own or control on toll basis or otherwise public and private works, conveniences and utilities of all kinds including railways, ropeways, roads, toll roads bridges, toll bridges, docks, harbours, canals, tunnels, toll tunnels, reservoirs, marine-works, powerhouses, irrigations, reclamations, improvements, sewage, drainage, sanitation, water works, waste gas, telephonic, telegraphic and power supply works, hotels, shops water, sewage and effluent treatment plants, hydraulic works, and all other works of convenience and public utility.
 80. To carry on the business of builders and contractors for construction and interconnected work of any kind including manufacture of various materials and components.
 81. To carry on the business of construction, operations and management of port and port related facilities by itself or in association with one or more parties within the company or in a separate entity.
 82. To carry on any activity connected with trade, business, manufacture venture or commercial operation in the Union of India or any other part of the World, in different kinds of merchandise, commodities, goods, wares, products, articles and things as to purchase or otherwise and to acquire, exchange and repurchase and to sell and resell or otherwise dispose of or sell.
 83. To carry on the business ad professions of providing services of all type covering all branches and disciplines of engineering and Engagement such as organisational studies, systems, analysis, production, materials, marketing, personnel and administration, industrial, engineering, Corporate/legal affairs, taxation, administration, secretarial, accounting, information system and other allied areas, to conduct market research, operations research, to advise, assist and suggest ways and means of improving efficiency by operation of new and improved techniques of production, procurement, administration, recruitment and sales so as to be obtain optimum utilisation of resources, men, material and money and to undertake the preparation of project reports, detailed financial and project engineering studies, execution of turnkey projects and for planing and promoting new industries.
 84. To carry on the business as transporters and carriers of goods, passengers and luggages of all kinds and description in any part of India and elsewhere on land, water and air or by any mode of transport, by itself or through other agencies or in association with others or in a separate entity and further to carry on the business of clearing and forwarding agents, warehouse keepers, maintaining of cold storages and contractors for loading and unloading of goods, luggages and other moveables.
 85. To carry on the business of setting up facilities for generation/ distribution of all forms of energy, whether from conventional sources such as thermal, hydel, nuclear or from non-conventional sources such as tide, wind, solar, geo-thermal etc. including operation/maintenance of facilities for generation and distribution of all forms of energy.

86. To produce, manufacture, buy, sell, import, export, stock, distribute and deal in all kinds of pharmaceutical products including bulk drugs and formulation chemicals, medicinal preparation, intravenous fluids, infusion and transfusion solutions, vitamin and non vitamin tablets, capsules, liquids and also medical equipments/instruments such as disposable plastic bottles, surgical sets, infusion and transfusion sets, disposable syringes, diagnostic kits.
87. To carry on either as manufacturers, processors, traders, dealers, exporters, importers, consignees, consignors, principals, warehousing agents, commission agents, owners, agents, conductors, loan licensors, loan licensees, repackers, or factors, and either wholesale or retail, of chemicals, bulk drugs, chemical intermediaries, and other pharmaceutical and veterinary products including allopathic, ayurvedic, homeopathic and/or Unani or Combinations thereof, patent medicines, scientific, chemical, organic, inorganic, biological, immunological, and therapeutic and surgical preparations, antibiotics, herbal and veterinary medicines, surgical equipments.
88. To establish, erect, construct, purchase, self, manage, run upgrade and/or modernize hospitals, nursing homes, health centres research and/or diagnostic centres, laboratories in and out of India. To install, develop, invent, import, export, buy, sell, manufacture, assemble all equipments, tools etc. in the said hospitals or otherwise in any centre or hospitals. And to act and work as consultants in medical profession in India or in any part of the world.
89. To acquire by purchase, lease, exchange, hire or otherwise, land and property of any tenure or any interest in the same including transferable development rights and to sell, dispose of, turn to account any land, property or transferable development rights so acquired by laying out and preparing the same for building purposes and erect and construct houses, buildings or works of every description on any land of the Company, or upon any other lands, property, and to pull down, rebuild, enlarge, alter, improve, and equip existing houses, buildings or works thereon, to convert and to lay out roads, squares, gardens and other conveniences and to deal with and improve the property of the Company or any other property.
90. To sell, lease, let, mortgage or otherwise dispose off and/or deal in the land, houses, buildings and other properties of the Company or of others.
91. To act as contractors for any person, or governmental authorities for the construction of buildings of all description, roads, bridges, dams, tanks, drains, culverts, channels, sewages or other works of public utilities and conveniences.
92. To make investments in the shares and securities of companies engaged in the business as builders, contractors, developers and/or manufacturers and dealers in building materials, equipments and components.
93. To carry on the business of manufacturers, processors, importers, exporters and/or dealers in chemical preparations required by different industries such as sugar tanning, textiles, metallurgical and process industries, proofing, materials, disinfectants, oils, cotton, detergents, wetting out agents, soap, tallow, gums, varnishes, synthetics, resins, catalytic agents, petro-chemicals and other petroleum products and articles and compounds.
4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
5. **The Authorised share capital of the company is Rs. 50,00,00,000 (Rupees Fifty Crore only) divided into 10,00,00,000 (Ten crore) Equity shares of Rs. 5/- (Rupees Five only) each.

Footnote:

**** Amended pursuant to the Scheme of Arrangement between Aarti Industries Limited ("Demerged Company") and Aarti Pharmed Labs Limited ("Resulting Company") and their respective shareholders effective from October 17, 2022.**

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this **MEMORANDUM OF ASSOCIATION**, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

Sr. No.	SUBSCRIBER DETAILS			
	NAME, ADDRESS, DESCRIPTION AND OCCUPATION	DIN/PAN/ PASSPORT NUMBER	NO. OF SHARES TAKEN	SIGNATURE OF SUBSCRIBER
1.	For and on behalf of AARTI INDUSTRIES LIMITED (CIN : L24110GJ1984PLC007301) having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi - 396195 through its Company Secretary, Raj Kumar Sarraf while its Board Resolution Dated:- 01.10.2019 Raj Kumar Sarraf S/O Prem Chand Sarraf residing 2603, Spring Hill, Off G B Road, Hiranandani Estate Near Hiranandani School Thane 400607 Occupation : Service	AQSPS1507Q	249994	Sd/-
2.	CHANDRAKANT VALLABHAJI GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Vallabhaji Ramji Gogri residing 1801, Richmond Tower, Cliff Avenue, Hiranandani Garden, Near Hiranandani School, Powai Mumbai Maharashtra India 400076 Occupation : Business	00005048	1	Sd/-
3.	RAJENDRA VALLABHAJI GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Vallabhaji Ramji Gogri residing 2402, Richmond Tower, Cliff Avenue, Hiranandani Garden, Near Forest Club, Hiranandani Gardens, Powai Mumbai Maharashtra India 400076 Occupation : Business	00061003	1	Sd/-
4.	RASHESH CHANDRAKANT GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O Chandrakant Vallabhaji Gogri residing 1802 Richmond Cliff Avenue Near Hiranandani School Hiranandani Gardens, Powai, IIT, Mumbai Maharashtra India 400076 Occupation : Business	00066291	1	Sd/-
5.	HETAL GOGRI GALA (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) D/O. Chandrakant Vallabhaji Gogri residing 552-B, Gopal Sadan, Block No. 801 8 th Floor, Jamshed Rodad, Matunga (East) Mumbai Maharashtra India 400019 Occupation : Business	00005499	1	Sd/-

Sr. No.	SUBSCRIBER DETAILS			
	NAME, ADDRESS, DESCRIPTION AND OCCUPATION	DIN/PAN/ PASSPORT NUMBER	NO. OF SHARES TAKEN	SIGNATURE OF SUBSCRIBER
6.	RENIL RAJENDRA GOGRI (Nominee Of Aarti Industries Limited having Its Registered Office At Plot No 801/23, GIDC Estate Phase III, Vapi 396195) S/o. Rajendra Vallabhaji Gogri residing 2402 Richmond, Cliff Avenue, Near Forest Club Hiranandani Gardens, Powai Mumbai 400076 Occupation : Business	01582147	1	Sd/-
7.	MIRIK RAJENDRA GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Rajendra Vallabhaji Gogri residing 2401 Richmond, Cliff Avenue, Near Forest Club Hiranandani Gardens, Powai Mumbai 400076 Occupation : Business	02736634	1	Sd/-
TOTAL SHARES TAKEN			250000	

NAME, ADDRESS AND DESCRIPTION	MEMBERSHIP NUMBER	SIGNATURE
FCS MANISHA RUSHIKESH WAKCHAURE W/o RUSHIKESH WAKCHAURE F-1203, Mangeshi Dazzle III, New Thakurli Road, Opp Hari Dashan Residency, Kanchangaon, Dombivli (E) 421201 Occupation : Practising Company Secretary	10092	Sd/-

DATED: 22/11/2019.

PLACE: MUMBAI.

TABLE F
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
***AARTI PHARMALABS LIMITED**

I. INTERPRETATION

1. In these regulations –
 - a. "Company" means 'AARTIPHARMALABSLIMITED'
 - b. "Act" means the Companies Act, 2013, and any statutory modification thereof.
 - c. "Seal" means the Common Seal of the Company.
 - d. "Articles" means these articles of association of the Company or as altered from time to time.
 - e. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

II. SHARE CAPITAL AND VARIATION OF RIGHTS

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the 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.
2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, --
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

Footnote:

*The Name Clause of the Company is changed vide Special Resolution passed at the Extra Ordinary General Meeting of the Company held on August 13, 2021.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
10. 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 –
- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

LIEN

9. (i) The company shall have a first and paramount lien –
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

CALLS ON SHARES

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
 - (iii) A call may be revoked or postponed at the discretion of the Board.
14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
 15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
 16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
 - (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
 17. (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.
 - (ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.
 18. The Board –
 - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
20. The Board may, subject to the right of appeal conferred by section 58 decline to register –
 - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the company has a lien.
21. The Board may decline to recognise any instrument of transfer unless –
 - (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.
22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

TRANSMISSION OF SHARES

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (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 regulations 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.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

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

FORFEITURE OF SHARES

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

28. The notice aforesaid shall –

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(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.

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

30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

ALTERATION OF CAPITAL

34. 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.

35. Subject to the provisions of section 61, the company may, by ordinary resolution, --

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) 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.

36. Where shares are converted into stock, --

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

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

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

- (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

CAPITALISATION OF PROFITS

38. (i) The company in general meeting may, upon the recommendation of the Board, resolve --

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii) either in or towards –
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions 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 regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
 - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall –
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (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 authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their

respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

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

BUY-BACK OF SHARES

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

GENERAL MEETINGS

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.
42. i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

48. 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.
49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
50. (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.
51. 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.
52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
54. (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.

PROXY

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

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

BOARD OF DIRECTORS

58. The First Directors of Company shall be :
 1. Chetan Bipin Gandhi (DIN : 06843850)
 2. Ajay Kumar Gupta (DIN : 08619902)
 3. Shyam Shankarrao Dhekekar (DIN : 08620002)

The number of Directors shall be in accordance to the provisions mentioned in the Act.

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them --
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- (b) in connection with the business of the company.
60. The Board may pay all expenses incurred in getting up and registering the company.
61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine
63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
64. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

PROCEEDINGS OF THE BOARD

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
70. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

71. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

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

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

74. Subject to the provisions of the Act, --
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
75. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

76. (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DIVIDENDS AND RESERVE

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
79. (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, think 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
80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation 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.
81. 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.
82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
83. 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.
84. 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.
85. No dividend shall bear interest against the company.

ACCOUNTS

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

WINDING UP

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

INDEMNITY

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

OTHERS

89. (1) The Authorised Share Capital of the Company shall be such amounts and be divided into such shares as may from time to time be provided in Clause V of the Memorandum of Association with power to increase or reduce the capital in accordance with the Company's regulations and legislative provisions for the time being in force in that behalf with the powers to divide the share capital whether original, increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed by law.
- (2) Subject to Section 175 of the Act, a resolution in writing signed by the Director except a resolution which the Act specifically required it to be passed at a Board Meeting shall be effective for all purposes as a resolution passed at a meeting of Directors duly called, held and constituted.

- (3) Without derogating from the powers vested in the Board of Directors under these Articles, the Board shall exercise the powers prescribed under Section 179 read with rule 8 of Companies (Meeting of Board & its Powers) Rules, 2014 only by means of resolutions passed at meetings of the Board.
- (4) Subject to the provisions of the Act and these Articles, the Directors may from time to time exercise all the powers of the Company to borrow moneys and secure the payment of such sum or sums borrowed in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debentures or

debenture stock, or any mortgage or charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

- (5) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its articles, then and in that case this regulation hereto authorises and empowers the Company to have such rights, privileges or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that provided.

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in accordance with and in pursuance of the provisions of these **ARTICLES OF ASSOCIATION** and we respectively, agree to take the number of shares in the Capital of the Company set opposite to our respective names:

Sr. No.	SUBSCRIBER DETAILS			
	NAME, ADDRESS, DESCRIPTION AND OCCUPATION	DIN/PAN/ PASSPORT NUMBER	PLACE	SIGNATURE OF SUBSCRIBER
1.	For and on behalf of AARTI INDUSTRIES LIMITED (CIN : L24110GJ1984PLC007301) having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi - 396195 through its Company Secretary, Raj Kumar Sarraf while its Board Resolution Dated:- 01.10.2019 Raj Kumar Sarraf S/O Premchand Sarraf residing 2603, Spring Hill, Off G B Road, Hiranandani Estate Near Hiranandani School Thane 400607 Occupation : Service	AQSPS1507Q	Mumbai	Sd/-
2.	CHANDRAKANT VALLABHAJI GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Vallabhaji Ramji Gogri residing 1801, Richmond Tower, Cliff Avenue, Hiranandani Garden, Near Hiranandani School, Powai Mumbai Maharashtra India 400076 Occupation : Business	00005048	Mumbai	Sd/-
3.	RAJENDRA VALLABHAJI GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Vallabhaji Ramji Gogri residing 2402 Richmond, Cliff Avenue, Near Forest Club Hiranandani Gardens, Po Wai Mumbai 400076 Occupation : Business	00061003	Mumbai	Sd/-

Sr. No.	SUBSCRIBER DETAILS			
	NAME, ADDRESS, DESCRIPTION AND OCCUPATION	DIN/PAN/ PASSPORT NUMBER	PLACE	SIGNATURE OF SUBSCRIBER
4.	RASHESH CHANDRAKANT GOGRI (Nominee Of Aarti Industries Limited Having Its Registered Office At Plot No 801/23, Gidc Estate Phase Iii, Vapi 396195) S/O Chandrakant Vallabhaji Gogri Residing 1802 Richmond Cliff Avenue Near Hiranandani School Hiranandani Gardens, Powai IIT,Mumbai Maharashtra India 400076 Occupation : Business	00066291	Mumbai	Sd/-
5.	HETAL GOGRI GALA (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) D/O. Chandrakant Vallabhji Gogri residing 552-B, Gopal Sadan, Block No. 801 8 th Floor, Jamshed Rodad, Matunga (East) Mumbai Maharashtra India 400019 Occupation : Business	00005499	Mumbai	Sd/-
6.	RENIL RAJENDRA GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Rajendra vallabhaji gogri Residing 2402 Richmond, Cliff Avenue, Near Forest Club HiranandaniGardens, Powai Mumbai 400076 Occupation : Business	01582147	Mumbai	Sd/-
7.	MIRIK RAJENDRA GOGRI (Nominee of Aarti Industries Limited having its Registered Office at Plot No. 801/23, G.I.D.C. Estate Phase III, Vapi 396195) S/O. Rajendra vallabhaji gogri Residing 2401 Richmond, Cliff Avenue, Near Forest Club Hiranandani Gardens, Powai Mumbai 400076 Occupation : Business	02736634	Mumbai	Sd/-

Signed Before Me

NAME, ADDRESS AND DESCRIPTION	MEMBERSHIP NUMBER	PLACE	SIGNATURE
ACS MANISHA RUSHIKESH WAKCHAURE W/o RUSHIKESH WAKCHAURE F-1203, Mangeshi Dazzle III, New Thakurli Road, Dombivli (E) 421201 Occupation: Practising CS	10092	Mumbai	Sd/-

DATED: 22/11/2019

PLACE: MUMBAI

TRIBUNAL / COURT ORDERS
SANCTIONING
SCHEME OF ARRANGEMENTS

Free of Cost Copy

**IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT-II**

**CP(CAA)/24(AHM)2022
WITH
CA(CAA)/84(AHM)2021**

[Under Section 230-232 of the Companies Act, 2013 read with the
Companies (Compromise, Arrangements and Amalgamation) Rules, 2016]

**IN THE MATTER OF SCHEME OF ARRANGEMENT
IN THE NATURE OF DEMERGER**

OF

AARTI INDUSTRIES LIMITED

(Petitioner Company No. 1/Demerging Company)

AND

AARTI PHARMALABS LIMITED

(Petitioner Company No. 2/Resulting Company)

Order Pronounced on: 21.09.2022

CORAM:

**DR. DEEPTI MUKESH
HON'BLE MEMBER (Judicial)
MR. AJAI DAS MEHROTRA
HON'BLE MEMBER (Technical)**



MEMO OF PARTIES

AARTI INDUSTRIES LIMITED

CIN: L24110GJ1984PLC007301

R/a: Plot No 801/23 GIDC Estate, Phase III,
Vapi, Gujarat (396195)

... **Petitioner Company No. 1/
Demerging Company**

AND

AARTI PHARMALABS LIMITED

CIN: U24100GJ2019PLC110964

R/a: Plot No. 22/C/1 & 22/C/2, 1st Phase,
G.I.D.C., Vapi, Valsad, Gujarat (396195)

... **Petitioner Company No. 2/
Resulting Company**

For Petitioner: Mr. Hemant Sethi, Advocate

For RD: Mr. Liladhar Sharma, Assistant Director

For Income Tax Department: Ms. Dhruvi Trivedi, Adv.

ORDER

1. This joint petition has been filed by the Petitioner Companies above named under Sections 230 and 232 of the Companies Act, 2013 ('the Act') read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for the purpose of the approval of the Scheme of Arrangement ('Scheme'), for De-merger of the Demerged undertaking of the Aarti Industries Ltd. as defined under the Scheme ('Demerging Company') and merging of the said demerged undertaking to Aarti Pharmalabs Limited ('Resulting Company') with effect from the appointed date as mentioned in the Scheme.
2. From the records, it is seen that the first motion application seeking directions for convening/ dispensing of the meeting of the Equity Shareholders, Secured Creditors and Unsecured Creditors was filed and vide order dated 27.01.2022, the meetings of the shareholders, Secured creditors and Unsecured Creditors of the Demerging Company was directed to be held on 10.03.2022 and convening of all meetings of the shareholders, Secured and Unsecured Creditors of the Resulting Company were dispensed with. Chairperson's report with respect to meetings held of demerging company was filed on 16.03.2022 and this petition is filed on 21.03.2022, which is within time as per Rule 15(1) of the Companies (Arrangements and Amalgamation) Rules, 2016.
3. The 2nd motion joint petition, was admitted vide order dated 31.03.2022, issuing Notices to the concerned statutory authorities and also directed publication in the newspapers viz "Financial Express" in English, "Jan Satta" in Hindi and "Daman Ganga Times" in Gujarati having circulation in Gujarat. Both Petitioner Companies have filed respective compliance affidavits.

CP(CAA)/24(AHM)2022
CA(CAA)/84(AHM)2021



4. The Regional Director, North Western Region, MCA has filed common report on 25.03.2022 along with the report of RoC, Ahmedabad seeking following directions:
 - i) The Petitioner Companies to undertake the compliance of Section 2 (19AA) of the Income Tax Act, since this is a scheme of demerger.
 - ii) The Petitioner Companies to ensure compliance of FEMA and RBI guidelines.
 - iii) As the Demerging Company is listed with the BSE and NSE, the Demerging Company to ensure compliance of SEBI circulars dated 04.02.2013, 21.05.2013 and 10.03.2017.
 - iv) The Resulting Company to comply with provisions of Section 61 of the Companies Act, 2013 and also as to payment of stamp duty, registration fees etc.
5. The report of the Registrar of Companies is annexed with the report of the Regional Director. The RoC has made an observation that since the Scheme provides that Resulting Company shall apply to all the Stock Exchanges where the shares of Demerging Company are listed and to SEBI, therefore Resulting Company shall comply with the provisions of Section 23 to Section 25 and other applicable provisions of Chapter III Part I of the Act and rules made thereunder.
6. The Petitioner Companies have filed a reply, to the observations of Regional Director, RoC and have given undertakings as under:
 - i) That the resulting company will file Form- GPR under single master form within 30 days of issuance of shares in accordance with FEMA Regulations/RBI guidelines.
 - ii) That resulting company shall ensure compliance of provisions of Section 61r/w Section 64 of the Act under single window clearance and filing of necessary e-forms and payment of stamp fees.
 - iii) That the Resulting Company shall apply to all stock exchanges where shares of Demerging Company are listed and shall also satisfy all the requirements necessary for listing of the Equity Shares of the Resulting Company.
7. The Income Tax Department has filed its report and with respect to Demerging Company, that demand is outstanding for AYs 2018-19 to 2020-2021 and also an appeal is pending for disposal before Ld. CIT(A). It is further submitted that for Resulting Company no demand is outstanding.
8. In compliance with the proviso to sub-section (7) of Section 230 of the Companies Act, 2013, the Petitioner Companies have placed on record the Certificates of the Chartered Accountant/s confirming the accounting treatment envisaged under the Scheme of Arrangement is in compliance SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI circular issued thereunder and all the applicable accounting standards notified by the Central Government under the Companies Act, 2013.
9. The audited Financial Statements as on 31.03.2021 and audited financial results for the nine months ending on 31.12.2021 of both the Petitioner Companies are annexed with the petition.
10. Heard submissions and perused documents placed on record. Considering the approval accorded by the members and creditors of the Petitioner Companies to the proposed Scheme, and the no objection given by NSE vide letter dated 09.11.2021 and comment of "no adverse observation" given by BSE vide letter dated 09.11.2021, it appears that the requirements of the provisions of Section 230 and 232 are satisfied by the Petitioner Companies. It seems that the proposed Scheme is bona fide and in the interest of the shareholders and creditors. Therefore, petition is allowed and the Scheme annexed with this order at Annexure-A envisaging



demerger of one of the Undertaking of the Aarti Industries Ltd., viz Demerging Company and merging of the same to Aarti Pharmed Labs Limited, the Resulting Company is hereby sanctioned. It is declared that the said sanctioned scheme shall be binding on the petitioner companies and their shareholders, creditors and all concerned under the scheme.

11. Notwithstanding the above, if any deficiency is found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the Scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the Petitioners.
12. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any manner granting exemption from payment of stamp duty, or taxes including income tax, GST etc., or any other charges or payment in accordance with law, or any kind of waiver in respect of any permission / compliance with any other requirement which may be specifically required under any law.
13. THIS TRIBUNAL DO FURTHER ORDER:
 - a) The Demerged undertaking of the Demerging Company, together with all its properties, rights and powers be transferred without further act or deed, to the Resulting Company and accordingly the same shall pursuant to Section 232 of the Act, shall stand transferred to and vest in the Resulting Company for all the estate and interest of the Demerged Undertaking.
 - b) All the properties, rights and powers of the Demerged undertaking of the Demerging Company as specified in the schedule of assets/properties annexed with this order as Annexure - B be transferred without further act or deed to the Resulting Company in accordance

with the Scheme and accordingly, the same shall pursuant to Section 232 of the Act, stand transferred to and vest in the Resulting Company in accordance with the Scheme for all the estate and interest of the Demerged Undertaking.

- c) All licenses, permissions, permits, approvals, certificates, clearances, authorities, leases, tenancy, assignments, rights, claims, liberties, special status, other benefits or privileges relating to the Demerged Undertaking shall stand transferred to and vest in the Resulting Company, without any further act or deed. The Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company.
- d) All the liabilities and obligations incurred by Demerging Company for the operations and to the extent of the Demerged Undertaking be transferred, without further act or deed, to the Resulting Company and accordingly the same shall pursuant to Sections 230 & 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Resulting Company.
- e) All contracts, agreements, arrangements, bonds and all other instruments of whatsoever nature or description, of the Demerging Company in respect of and to the extent of the Demerged Undertaking, shall stand transferred to and vested in the Resulting Company and be in full force and effect, in favour of the Resulting Company which may be enforced by or against it as fully and effectually against the Resulting Company.
- f) All taxes paid or payable by the Demerged Undertaking, after the appointed date, un-availed credits and exemptions, benefit



of carried forward losses and other statutory benefits pertaining to and to the extent of only Demerged undertaking, shall be available to and vest in the Resulting Company, if permissible under provisions of the concerned law.

- g) All proceedings now pending by or against the Demerging Company in respect of Demerged Undertaking shall be continued by or against the Resulting Company.
- h) All workers/employees in the service of the Demerged Undertaking of the Demerging Company shall be deemed to have become the workers/employees of the Resulting Company on date on which the scheme finally takes effect on the basis that their services shall be deemed to have been continuous and not having been interrupted by reasons of the said transfer and on term and conditions no less favourable than those on which they were / are engaged, as on the Effective Date.
- i) Upon the coming into effect of the Scheme, and as proposed in the Scheme, the Resulting

Company shall, without any further act or deed and without any further payment, issue and allot on a proportionate basis to each member of Demerging Company, whose name is recorded in the register of members of Demerging Company as holding shares on the Record Date in following ratio: 1 (One) Equity Share of Rs. 5 each, fully paid up of Resulting Company for every 4 (Four) Equity shares of Rs. 5 each fully paid up held in Demerging Company.

- j) The Petitioner Companies are directed to lodge a copy of this Order along with the approved Scheme, with the concerned Superintendent of Stamps, for adjudication of stamp duty, and pay requisite stamp duty payable, if any, within 60 days from the date of this Order.
- k) Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

14. Company Petition is allowed and disposed of, in terms of above order.

-Sd-

AJAI DAS MEHROTRA,
MEMBER (TECHNICAL)

Mansi J./LRA

-Sd-

DR. DEEPTI MUKESH
MEMBER (JUDICIAL)



ANNEXURE - A

SCHEME OF ARRANGEMENT BETWEEN

Aarti Industries Limited Demerged Company

AND

Aarti Pharmalabs Limited Resulting Company
(Formerly Known as Aarti Organics Limited)

**AND THEIR RESPECTIVE SHAREHOLDERS IN RESPECT
OF DEMERGER OF PHARMA DIVISION OF AARTI
INDUSTRIES LIMITED INTO AARTI PHARMALABS
LIMITED (FORMERLY KNOWN AS AARTI ORGANICS
LIMITED) UNDER SECTIONS 230 TO 232 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES
ACT, 2013 ('ACT')**

OVERVIEW, OBJECTS AND BENEFITS OF THE SCHEME

- A. Aarti Industries Limited (hereinafter referred to as the **"Demerged Company"**, or **"AIL"**) is a listed public limited company incorporated on 28th September, 1984 under the Companies Act, 1956 with CIN L24110GJ1984PLC007301 having its registered office at Plot Nos 801, 801/23, GIDC Estate, Phase III, Vapi - 396 195, Gujarat. The equity shares of Demerged Company are listed on BSE Limited and National Stock Exchange of India. The Demerged Company is a leading Indian manufacturer of specialty chemicals and pharmaceuticals with a global footprint. It manufactures chemicals used in downstream manufacturing of agrochemicals, polymers, additives, surfactants, pigments and dyes, etc. (**"Speciality Chemical Business" or "Speciality Chemical Division"**). The Pharma Business is divided into three verticals i.e. a) manufacture of active pharmaceutical ingredients (**"APIs"**) b) manufacture of intermediates and c) manufacture of xanthine derivatives. The Pharma business of the Demerged Company has four APIs manufacturing plants, two of which are approved by the United States Food and Drug Administration (**"USFDA"**) and rest two are WHO/GMP certified. Additionally, it

has two dedicated research and development facilities for pharmaceuticals API. (**"Pharma Business" or "Pharma Division"**)

- B. Aarti Pharmalabs Limited (Formerly known as Aarti Organics Limited) (hereinafter referred to as the **"The Resulting Company"** or **"APL"**) is an unlisted public limited company incorporated on 22nd November, 2019 under the Companies Act, 2013 with CIN U24100GJ2019PLC110964 and having its registered office at Plot No. 22/C/1 & 22/C/2, 1st Phase, G.I D.C. Vapi, District Valsad Gujarat - 396 195. The Resulting Company is incorporated with an object to engage in the business including manufacturing and trading of Pharmaceuticals and allied products.
- C. This Scheme of Arrangement (hereinafter referred to as the **"Scheme"**) provides for a) the transfer by way of demerger of the Demerged Undertaking (as defined hereinafter) of the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company pursuant to Sections 230 to 232 and other relevant provision of the Act (as defined hereinafter) in the manner provided for in the Scheme and in compliance with Section 2(19AA) of IT Act and cancellation of existing equity shares of the Resulting Company held by Demerged Company and b) various other matters consequential or otherwise integrally connected therewith.

After the effectiveness of this Scheme, the Share Capital of APL consisting of the fully paid-up new Equity Shares of APL issued as consideration in terms of Section B of this Scheme to the shareholders of AIL shall be listed on the Stock Exchanges in accordance with the provisions of SEBI Circular No SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated 22nd December, 2020, as amended from time to time. Further, as an integral part of the Scheme, existing Equity Shares of APL (presently 100% held by Demerged Company) shall stand cancelled without any further act and deed, and hence this Scheme contemplates approval of the Tribunal(s) in terms of relevant provisions of the Act, in addition to Sections 230 to 232 of the Act.



D. RATIONALE AND BENEFITS OF THIS SCHEME

The demerger of the Business is being undertaken due to the following reasons:

AIL basically has 2 (Two) business verticals i.e., specialty chemicals and pharmaceuticals with divergent business profile, growth potential, risk-rewards, regulatory and capital requirements and are largely independent of each other.

- a) The Demerged Undertaking relates to Pharma manufacturing units, allied activities, investments and cash balance & cash equivalents for future Capital Expenditures of Demerged Undertaking. In order to create overall value for the shareholders and also to enable management of the Company to focus and adopt the relevant strategies necessary for promoting growth and expansion, it is proposed that the Demerged Undertaking, (as specifically set out in the Scheme), be demerged and transferred to the Resulting Company under the terms and conditions of this Scheme.
- b) The shareholders of AIL, pursuant to the demerger, will get Equity Shares of Resulting Company for the values of Business Transferred in the manner set out under this Scheme.
- c) The demerger will also result in AIL and APL achieving operational efficiencies by streamlining of the relevant businesses.
- d) By demerger of the Demerged Undertaking into Resulting Company, the financial resources will be conveniently raised in accordance with the requirement of the business.
- e) The demerger will enable APL to expand its presence in the fast-moving Pharma Business in India and abroad.
- f) The demerger will result into two dedicated and focused business segments i.e. Speciality Chemical and Pharma without any risk or overlap of one business over the other.

E. COMPLIANCE WITH TAX LAW

This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under the tax laws, including section 2(19AA) of the Income Tax Act, 1961, which provides the following conditions:

- a. all the property of the undertaking, being transferred by the Demerged Company, immediately before the demerger, becomes the property of the Resulting Company by virtue of the demerger;
- b. all the liabilities relatable to the undertaking, being transferred by the Demerged Company, immediately before the demerger, become the liabilities of the Resulting Company by virtue of the demerger;
- c. the property and liabilities of the undertaking being transferred by the Demerged Company are transferred at values appearing in its books of account immediately before the demerger;
- d. the Resulting Company issues, in consideration of the demerger, its shares to the shareholders of the Demerged Company on a proportionate basis;
- e. the shareholders holding not less than three-fourths in value of the shares in the Demerged Company (other than shares already held therein immediately before the demerger, or by a nominee for the Resulting Company or its subsidiary) become shareholders of the Resulting Company by virtue of the demerger, otherwise than as a result of the acquisition of the property or assets of the Demerged Company or any undertaking thereof by the Resulting Company;
- f. the transfer of the undertaking is on a going concern basis; and
- g. the demerger is in accordance with the conditions, if any, notified under sub section (5) of section 72A of the Income Tax Act, 1961 by the Central Government in this behalf and other relevant sections 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 modifications will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of Demerged Company and the Resulting Company, which power shall be exercised reasonably in the best interests of the Companies and their shareholders, and which power can be exercised at any time, whether before or after the Effective Date.

In consideration of the above-mentioned business rationale and related benefits, this Scheme between AIL & APL is being proposed in accordance with the terms set out hereunder.

Accordingly, this Scheme is divided into three sections, as follows:

Section A: Demerger of Demerged Undertaking

Section B: Issue of shares / Reorganisation of share capital

Section C: Other provisions

1. DEFINITIONS AND INTERPRETATIONS:

1.1. "2013 Act" or "the Act" means the Companies Act, 2013, as notified, and ordinances and rules made thereunder and shall include any statutory modification(s), re-enactment(s) and/or amendment(s) thereof for the time being in force.

1.2. "Applicable law" means (a) all the applicable statutes, notifications, enactments, acts of legislature, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders, or other instruments having force in law enacted or issued by any Government or Governmental Authority(ies) including any statutory modifications, amendments or re-enactments thereof for the time being in force;

and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, orders, decrees, as may be in force from time to time.

1.3. "Appointed Date" means the 1st day of July, 2021.

1.4. "Board of Directors" or "Board" means and includes the respective boards of directors of AIL and APL or any committee constituted by such board of directors.

1.5. "BSE" means BSE Limited;

1.6. "CIN" means Corporate identification Number;

1.7. "Demerged Undertaking" means the Pharma business or Pharma Division which is divided into three verticals i.e. a) manufacture of active pharmaceuticals ingredients ("**APIs**") b) manufacture of intermediates and c) manufacture of xanthine derivatives. The Pharma business of the Demerged Company is having four APIs manufacturing plants, two of which are approved by the United States Food and Drug Administration ("**USFDA**") and rest two are WHO/GMP certified. Additionally, it has two dedicated research and development facilities for pharmaceuticals API. Demerged undertaking shall include all the businesses, undertakings, activities, operations and properties of whatsoever nature and kind wherever situated, forming a part of the Pharma Division of the Demerged Company as a going concern including but not limited to the following:

(a) All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, research and development units, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, investments, securities, bills of exchange, other fixed assets, trademarks, patents, loans, inventory and work in progress wherever situated pertaining to the Pharma Division;



- (b) All liabilities (including liabilities allocable as per this Scheme, if any) present and future, corporate guarantees issued and the contingent liabilities pertaining to or relatable to the Pharma Division, including:
- (i) The debts of the Demerged Company which arises out of the activities or operations of the Pharma Division; and
 - (ii) Specific loans and borrowings raised, incurred and utilized by the Demerged Company for the activities or operations of or pertaining to the Pharma Division.
- (c) This also includes Assets & Liabilities of Other Backward Integrated Units providing feeding Material to The Pharma Business, investment identified, cash & cash equivalent for future capital expenditure.
- (d) Without prejudice to the generality of the above, the Demerged Undertaking shall include in particular:
- (i) Immovable property and rights thereto i.e. land together with buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) buildings, warehouses, offices, etc. if any, which form a part of the Pharma Division and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties, if any;
 - (ii) All assets, as are moveable in nature, whether present or future or contingent, tangible or intangible, in possession or

not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, research and developments units, capital work in progress, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, patents, stores and spares, packing material, raw material, formulation, tablets, capsules, active pharmaceutical ingredients, drug intermediaries, tools and plants), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entitles / branches undertaking the Pharma Division, outstanding loans and advances, recoverable in cash or kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other Appropriate Authorities and bodies, banks, customers and other persons, the benefits of any bank guarantees, performance guarantees and tax related assets and credits, including but not limited to service tax input credits, CENVAT credits, value added / sales tax / entry tax credits or set-offs, advance tax, tax deducted at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, goods and services tax (GST), and other indirect taxes and tax refunds;

- (iii) All permits, licenses, permissions, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas,



no objection certificates, exemptions, concessions, subsidies, incentives, tax deferrals and exemptions and other benefits (in each case including the benefit of any applications made for the same), income tax benefits, deductions and exemptions, liberties and advantages, approval for commissioning of project and other licenses or clearances, granted / issued / given by any Appropriate Authorities, organizations or companies for the purpose of carrying on the Pharma Division business or in connection therewith including these relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Pharma Division;

- (iv) All rights, contracts, agreements, guarantees, purchase orders / service orders, operation and maintenance contracts, memoranda of understandings, memoranda of agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, lease / license agreements, tenancy rights, agreements / panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier / manufacturer of goods / service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, claims and benefits thereunder forming part of the Pharma Division;

- (v) All intellectual property rights, applications (including hardware, software, licenses, source codes, parameterisation and scripts), registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical know-how, confidential information and other benefits (in each case including the benefit of any applications made for the same) that form part of the Pharma Division;
- (vi) All rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favor of or enjoyed by the Demerged Company forming part of the Pharma Division and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company and forming part of the Resulting Company;
- (vii) All books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manual, data, databases including databases



for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, list of present and former customers and suppliers including service providers, other customer information, customer credit information, customer / supplier pricing information, and all other books and records, whether in physical or electronic form that form part of the Pharma Division;

(viii) All liabilities including all debts (whether in Indian Rupees or foreign currency), loans raised and used, obligations incurred, whether specific or arises, duties of any kind, nature or description and undertakings of every kind or nature, contingent liabilities bank / corporate guarantees, duties, taxes, obligations under any licenses or permits or schemes and all other liabilities of any description whatsoever, whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon related or incurred to or out of the Pharma Division;

(ix) Liabilities other than those referred to in sub-clauses (viii) above and not directly relatable to the remaining business of Demerged Company, being the amounts of general or multipurpose borrowings of Demerged Company shall be allocated to the Demerged Business in the same proportion in which the value of the assets transferred under this sub-clause bears to the total value of the assets of Demerged Company immediately before giving effect to this Scheme;

(x) Any and all earnest monies and / or security deposits, or other entitlements in connection with or relating to Pharma Division;

(xi) All permanent and/or temporary employees of Demerged Company substantially engaged in the Demerged Undertaking and those permanent and/or temporary employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or relatable to the Pharma Division;

(xii) All legal or other proceedings of whatsoever nature that form part of the Pharma Division;

(xiii) All exemptions, benefits, allowances, rebates, etc. under IT Act (including right to admissibility of claim under the IT Act or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to Pharma Division;

(xiv) Any question that may arise as to whether a specified asset or liability pertains to Pharma Division or whether it arises out of the activities or operations of the Pharma Division shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company;

(xv) The designated list of investments and immovable properties pertaining to APL as agreed upon between AIL and APL is enclosed in **"Annexure A"**;

(xvi) Any issue as to whether any asset or liability and / or employee pertains to or is relatable to the Demerged Undertaking or not shall be decided by the Board of Directors of the Demerged Company.

1.8. "Demerger" means the transfer by way of demerger of the Demerged Undertaking to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the Shareholders of the Demerged Company as set out in Section B hereof and shall have the same meaning as defined under section 2(19AA) of the Income-tax Act, 1961;



- 1.9. **"Demerged Company"** means Aarti Industries Limited or AIL, a company incorporated under the Companies Act, 1956 having its registered office at Plot Nos 801, 801/23, GIDC Estate, Phase III, Vapi - 396 195, Gujarat;
- 1.10. **"Demerger Share Entitlement Ratio"** shall have the meaning ascribed to it in Clause 13.1;
- 1.11. **"Effective Date"** means the date on which all the conditions and matters in relation to the Scheme referred to in clause 19 of this scheme have been fulfilled.
- 1.12. **"National Company Law Tribunal" or "NCLT"** means the National Company Law Tribunal, Ahmedabad Bench.
- 1.13. **"NSE"** means National Stock Exchange of India Limited.
- 1.14. **"Remaining Business"** means all other businesses, divisions, assets and liabilities other than that of the Demerged Undertaking of AIL.
- 1.15. **"Resulting Company" or "APL"** means **"Aarti Pharmalabs Limited" (Formerly known as Aarti Organics Limited)**, an unlisted public Company incorporated under the Companies Act, 2013 and having its registered office at Plot No. 22/C/1 & 22/C/2, 1st Phase, G.I.D.C. Vapi, District Valsad Gujarat - 396 195.
- 1.16. **"Rupees" or "Rs." or "INR"** means the lawful currency of India.
- 1.17. **"Record Date"** shall mean in relation to demerger of Demerged Undertaking of AIL into APL, such date to be fixed by the Board of Directors of AIL or a Committee thereof, Compliance Officer of AIL/ person duly authorized by the Board of Directors, after the Effective Date for the purpose of determining the members of AIL to whom shares of APL will be allotted pursuant to this Scheme in terms of Clause 13.1

- 1.18. **"Scheme" or "the Scheme" or "this Scheme"** means this scheme of arrangement among AIL, APL and their respective shareholders pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, as the case may be, in its present form or with any modification(s) made under clause 17 of the Scheme by the Board of Directors of AIL and APL, and / or as approved or directed by the Tribunal, as the case may be.
- 1.19. **"SEBI"** means the Securities and Exchange Board of India.
- 1.20. **"SEBI Circular"** means circular No. CFD/DIL3/ CIR/2017/21 dated March 10, 2017 (as amended) on Schemes of Arrangement by Listed Entities and Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended by the circular no. SEBI/HO/CFD/ DIL1/CIR/P/2020/249 dated December 22, 2020 issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time.
- 1.21. **"Shareholders"** means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of Company concerned.

2. INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, Income-tax Act, 1961 and other Applicable Laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

In this Scheme, unless the context otherwise requires:

- (i) the words **"including", "include" or "includes"** shall be interpreted in a manner as though the words **"without limitation"** immediately followed the same;



- (ii) any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (iii) the words **"other"**, **"or otherwise"** and **"whatsoever"** shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (iv) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of the relevant provisions of this scheme;
- (v) the term **"Clause"** or **"Sub-Clause"** refers to the specified clause of this Scheme, as the case may be;
- (vi) reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to legislation or statute includes any subordinate legislation made from time to time under such a legislation or statute and regulations, rules, notifications or circulars issued under such a legislation or statute;
- (vii) words in the singular shall include the plural and vice versa.

3. 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.

4. SHARE CAPITAL:

- 4.1** The authorized, issued, subscribed and paid up capital of AIL as 30th June, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
60,00,00,000 Equity Shares of Rs. 5/- each	300,00,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
36,25,04,035 Equity Shares of Rs. 5/- each fully paid up	1,81,25,20,175

- 4.2** The authorized, issued, subscribed and paid up capital of APL as on 30th June, 2021 is as follows:

PARTICULARS	AMOUNT (Rs.)
AUTHORIZED CAPITAL	
5,00,000 Equity Shares of Rs. 10/- each	50,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
2,50,000 Equity Shares of Rs. 10/- each fully paid up	25,00,000

The Entire Equity Share Capital of Resulting Company is held by the Demerged Company and its nominees. The Resulting Company is a wholly owned subsidiary of the Demerged Company.



SECTION A: DEMERGER OF DEMERGED UNDERTAKING

5. TRANSFER OF DEMERGED UNDERTAKING

- 5.1** Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in Sections 230 to 232 of the Act and other provisions of law for the time being in force and without any further act or deed, be demerged from AIL and be transferred to and vested in or be deemed to have been transferred to and vested in APL on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertaking of APL and to vest in the Resulting Company all the rights, title, interest or obligations of AIL therein.
- 5.2** It is hereby clarified that notwithstanding anything stated herein, the Demerged Company shall not transfer the Remaining Business (in whole or part) to the Resulting Company.
- 5.3** The Demerged Company and the Resulting Company, if required, shall enter into transitional arrangements and shall be deemed to be authorized to execute any such arrangements and to carry out or perform all such formalities or compliances as may be deemed proper and necessary for effecting the transfer and vesting of the properties of the Demerged Undertaking with the Resulting Company.
- 5.4** All assets (including fixed assets, intangible assets, current assets, cash and bank balances etc.) acquired by AIL after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company.
- 5.5** In respect of such of the assets of the Demerged Undertaking 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 AIL 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 AIL and the Board of Directors (or a duly authorized committee) of the Resulting Company within thirty days from the Effective Date.

- 5.6** In respect of movables of the Demerged Undertaking other than those specified in Clause 5.5 above, which are to be transferred to APL, including sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons. It shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by AIL and APL.
- 5.7** In respect of such of the assets of the Demerged Undertaking other than those referred to in Clause 5.5 and 5.6 above, the same shall, as more particularly provided in Clause 5.1 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 230 to 232 of the Act or other provisions of law as applicable.
- 5.8** 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, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of AIL and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs,



trade secrets, product registrations and other Intellectual Property Rights and all other interests relating to the Demerged Undertaking, be transferred to and vested in the Resulting Company.

5.9 In so far as the various incentives, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body (including Government Production Linked Incentive Scheme for Pharmaceuticals), local authority or by any other person, enjoyed or availed of by AIL 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.

5.10 It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of AIL 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 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:

- (i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking,
- (ii) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking.
- (iii) In cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of AIL allocable to the Demerged Undertaking in the same proportion in which the value of the assets of AIL transferred under this Scheme bears to the total value of the assets of AIL immediately before the demerger.

5.11 All loans raised and used and all liabilities and obligations incurred by AIL 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.

5.12 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 APL in the proportion provided in Clause 5.10 above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of APL. 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, APL may discharge such liability (including accretions thereto) by making payments on the respective due dates to AIL, which in turn shall make payments to the respective creditors.

5.13 Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of AIL as on the Appointed Date is concerned, it is hereby clarified that AIL 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.

Provided however, any reference in any security documents or arrangements (to which AIL is a party) to the assets of AIL offered or agreed to be offered as security for any financial assistance or obligations pertaining to the Demerged Undertaking, shall be construed as reference only to the assets pertaining to the Demerged Undertaking of AIL as are vested in the Resulting 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 AIL or any of the assets of the Resulting Company, save and except as may be otherwise agreed



between ALL, the Resulting Company and the respective lender(s). It is further clarified that upon the coming into effect of this Scheme, in the event any security, charge and / or mortgage is extended over the assets of ALL in respect of any financial assistance or obligations pertaining to the Demerged Undertaking vested in the Resulting Company, such security, charge and / or mortgage shall be deemed to be carried out as an integral part of the scheme and all applicable compliances / clearances / permissions of regulatory authorities and no separate approvals shall be required.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Resulting 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 ALL vested in the Resulting Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by ALL which shall vest in the Resulting Company by virtue of the demerger of the Demerged Undertaking into the Resulting Company and the Resulting Company shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

5.14 Upon the coming into effect of this Scheme, the borrowing limits of Resulting Company in terms of section 180(1)(c) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of ALL 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.

5.15 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 contained 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.

5.16 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 Clause.

5.17 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 ALL as on the Appointed Date which are set forth in the closing balance sheet of ALL as of the close of business hours on the date immediately preceding the Appointed Date.

5.18 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of ALL (in relation to Demerged Undertaking) after the Effective Date shall be accepted by the bankers of APL and credited to the account of APL, if presented by APL or received through electronic transfers. Similarly, the banker of APL shall honor all cheques / electronic fund transfer instructions issued by APL (in relation to Demerged Undertaking) for payment after the Effective Date. If required, the bankers of ALL and APL shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of ALL by APL in relation to the Demerged Undertaking for such time as may be determined to be necessary by APL for presentation and deposition of cheques, pay order and electronic transfers that have been issued / made in the name of APL.

5.19 Benefits of any and all corporate approvals as may have already been taken by ALL in connection with the Demerged Undertaking, including approvals under Sections 42, 62(1A), 180, 185, 186 and 188 of the Act shall stand transferred to APL and the said corporate approvals and compliances shall be deemed to have been taken / complied with by APL.



6. LEGAL PROCEEDINGS

All legal or other proceedings of whatsoever nature by or against the Demerged Undertaking pending and / or arising on or after the Appointed Date and relating to the Demerged Undertaking or its properties, assets, debts, liabilities, duties and obligations, shall be continued and / or enforced until the Effective Date as desired by APL and as and from the Effective Date shall be continued and enforced by or against APL in the same manner and to the same extent as would or might have been continued and enforced by or against AIL. On and from the Effective Date, APL shall and may, if required, initiate any legal proceedings in its name in relation to the Demerged Undertaking in the same manner and to the same extent as would or might have been initiated by AIL.

7. CONTRACTS AND DEEDS

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 AIL (to the extent related to the Demerged Undertaking) is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favor of APL, as the case may be, and may be enforced by or against APL as fully and effectually as if, instead of AIL, APL had been a party thereto. APL may enter into and / or issue and / or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which AIL 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. APL shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of AIL and to implement or carry out all formalities required on the part of AIL to give effect to the provisions of this Scheme.

8. BUSINESS AND PROPERTY IN TRUST

As and from the Appointed Date, up to and including the Effective Date:

- (i) AIL (to the extent of the Demerged Undertaking), shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all the assets and properties, in trust for Resulting Company and shall account for the same to Resulting Company.

- (ii) Income or profit accruing or arising to the Demerged Undertaking and all costs, charges, expenses and losses or taxes incurred by the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of Resulting Company and shall be available to the Resulting Company for being disposed of in any manner as it thinks fit.
- (iii) Post Effective Date, any business with customer or supplier of Demerged Undertaking till it is transferred, any such business carried with that customer / supplier will be done on behalf of Resulting Company till the requisite procedures to start business in name of the Resulting Company is completed.

9. CONDUCT OF BUSINESS

1. With effect from the date of approval of the Scheme by the Board of Directors of AIL, and up to the Effective Date:
 - (i) AIL (to the extent related to the Demerged Undertaking) shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto fore, and AIL shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence or Resulting Company.
 - (ii) AIL shall not, without the written concurrence of Resulting Company, transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including Intellectual Property) rights or assets of the Demerged Undertaking, 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 AIL.

It is further clarified that upon receipt of the written concurrence of the Resulting Company, AIL may transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including Intellectual Property), rights or assets of the Demerged Undertaking,



for cash or any other consideration. Further, any such consideration received by AIL shall constitute a part of the Demerged Undertaking.

- (iii) AIL (to the extent of the Demerged Undertaking) shall not without the written concurrence of Resulting Company, 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 AIL, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.

10. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and the continuance of proceedings by or against APL shall not affect any transaction or proceedings already concluded by the Demerged Undertaking on or before the date when AIL adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that APL accepts and adopts all acts, deeds and things done and executed by the Demerged Undertaking in respect thereto as done and executed on behalf of itself.

11. STAFF AND EMPLOYEES

11.1. Upon the Scheme coming into effect, all staff and employees of the Demerged Undertaking shall be deemed to have become staff and employees of APL without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with APL shall not be less favorable than those applicable to them with reference to AIL on the Effective Date.

11.2. Upon the Scheme coming into effect, the accounts of the employees of the Demerged Undertaking relating to Provident Fund, Gratuity and any other trusts / funds shall be identified, determined and transferred to the respective funds / trusts of APL and the employees shall

be deemed to have become members of such funds / trusts of APL. AIL shall take all steps necessary for the transfer of the Provident Fund, Gratuity trust and any other fund of employees, pursuant to the Scheme, to APL. The obligation to make contributions to the said fund or funds shall be transferred to the Resulting Company from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of AIL (to the extent related to the Demerged Undertaking) in relation to such fund or funds shall become those of APL and all the rights, duties and benefits of the employees employed in AIL (to the extent related to the Demerged Undertaking) under such funds and trusts shall be protected, subject to the provisions of law for the time being in force.

Upon the Scheme coming into effect, until such time that the Resulting Company creates its own funds, the Resulting Company may continue to make contributions pertaining to the employees of the Demerged Undertaking to the relevant funds of the Demerged Company and such contributions pertaining to the employees of the Demerged Undertaking shall be transferred by AIL to the funds of the Resulting Company as and when created. AIL shall take all steps necessary for the transfer of the Provident Fund, Gratuity trust and any other fund of employees, pursuant to the Scheme, to the Resulting Company.

12. TREATMENT OF TAX

12.1. APL will be the successor of AIL vis-a-vis the Demerged Undertaking. Hence, it will be deemed that the benefits of any tax credits whether central, state, or local, availed vis-a-vis the Demerged Undertaking and the obligations, if any, for payment of taxes on any assets of the Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by APL, or be deemed to be the obligation of APL, as the case may be.



- 12.2.** With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivable / payables by AIL relating to the Demerged Undertaking including all or any refunds / credits / claims / tax losses / unabsorbed depreciation relating thereto shall be treated as the asset / liability or refund / credit / claims / tax losses / unabsorbed depreciation, as the case may be, of APL.
- 12.3.** AIL and APL are expressly permitted to revise their tax returns including tax deducted at source ('TDS') certificates / returns and to claim refund, advance tax, credits, Goods and Service Tax ("GST"), excise and GST credits, set off etc. on the basis of the accounts of the Demerged Undertaking as vested with APL upon coming into effect of this Scheme. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.
- 12.4.** Any refund, under the income tax, GST, service tax laws, excise duty laws, central sales tax, applicable State Value Added Tax laws or other Applicable Law, dealing with taxes / duties / levies due to Demerged Undertaking of AIL consequent to the assessment made on AIL 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 APL upon this Scheme becoming effective.
- 12.5.** The tax payments (including, without limitation income tax, GST, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of TDS, advance tax, all earnest monies, security deposits, provisional payments, payment under protest, or otherwise howsoever, by AIL with respect to the Demerged Undertaking after the Appointed Date, shall be deemed to be paid by APL and shall, in all proceedings, be dealt with accordingly.
- 12.6.** Further, any TDS by AIL / APL with respect to Demerged Undertaking on transactions with AIL / APL, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by APL and shall, in all proceedings, be dealt with accordingly.
- 12.7.** Obligation for deduction of tax at source on any payment made by or to be made by AIL shall be made or deemed to have been made and duly complied with by APL.
- 12.8.** Any actions taken by AIL to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of the Demerged Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the AIL with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by APL with the relevant obligations under such Tax Laws.
- 12.9.** Upon the Scheme becoming effective, all unavailed credits and exemptions, benefit of carried forward losses, unabsorbed depreciation and other statutory benefits, including in respect of income tax, goods and service tax, cenvat, customs, applicable state value added tax, sales tax, service tax etc. relating to the Demerged Undertaking to which AIL is entitled to shall be available to and vest in APL, without any further act or deed.
- 12.10.** The Board of Directors of AIL shall be empowered to determine if any specific tax liability or any tax proceeding relates to the Demerged Undertaking and whether the same would be transferred to APL.



SECTION B: ISSUE OF SHARES / REORGANISATION OF SHARE CAPITAL

13. ISSUE OF SHARES

13.1. Upon the coming into effect of this Scheme and in consideration of the demerger of the Demerged Undertaking in the Resulting Company pursuant to this Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot on a proportionate basis to each member of AIL, whose name is recorded in the register of members of AIL as holding shares on the Record Date, in the ratio of 1 (One) Equity Share of Rs 5 each fully paid up of APL for every 4 (Four) Equity shares of Rs. 5 each fully paid up held in AIL.

13.2. Cancellation of shares of the Resulting Company:

Simultaneous with the issuance and allotment of the equity shares by the Resulting Company in accordance with the Clause 13.1 above, the initial issued and paid up equity share capital of the Resulting Company, comprising of 2,50,000 shares of Rs. 10/- each, aggregating to Rs. 25,00,000/- shall be cancelled.

13.3. The Share Entitlement ratio have been determined by the Boards of Directors of the Demerged Company and the Resulting Company based on the Share Entitlement Ratio report provided by independent registered valuer as per the terms of the present proposed Scheme.

13.4. The issue and allotment of New Equity Shares by Resulting Company to the members of Demerged Company pursuant to Clause 13.1 above is in integral part of this Scheme.

13.5. The approval of this Scheme by the shareholders of APL shall be deemed to be due compliance of the provisions of Section 62 of the Act and applicable provisions of the Act, for the issue and allotment of new equity shares by APL to the shareholders of AIL, as provided in this Scheme as well as all applicable SEBI regulations have been complied with.

13.6. 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.

13.7. The approval of this Scheme by the shareholders under Sections 230 to 232 of the Act shall be deemed to have the approval under Sections 13 and 14 of Companies Act, 2013 and other applicable provisions of the Act and any other consents and approvals required in this regard.

13.8. Subject to regulatory approval and NCLT approval, in the event that AIL, as the case may be, change their capital structures prior to the Effective Date, either by way of any increase (by issue of Equity Shares, bonus shares, convertible securities or otherwise), decrease, reduction, reclassification, sub-division, consolidation, or re-organisation in any other manner except as specifically provided in this Scheme itself, which would have the effect of bringing some change to the capital structures of such Company, subject to the approval of AIL, the Share Entitlement Ratio and / or number consideration shares to be issued (as applicable) shall stand modified / adjusted accordingly to take into account the effect of such corporate actions. Further APL, will not issue or re-issue any shares other than mentioned in clause 13.1.



- 13.9.** Subject to Applicable Laws, the fully paid-up new Equity Shares of APL that are to be issued in terms of Clause 13.1 shall be issued in dematerialised form, unless a shareholder of AIL gives a notice to AIL and APL on or before the Record Date, requesting for issuance of such Equity Shares in physical form.

The shareholders of AIL shall provide such confirmation, information and details as may be required by APL to enable it to issue the aforementioned Equity Shares. However, if as of the date of allotment by APL, AIL is unable to provide the details of the demat account of any particular shareholder, subject to applicable law, APL shall allot the appropriate number of new Shares to such shareholder in physical form. Notwithstanding the above, if as per Applicable Laws, APL is not permitted to issue and allot the new Equity Shares in physical form, and it has still not received the demat account details of certain shareholders of AIL, it shall issue and allot such shares in lieu of the new Equity Shares entitlement of such shareholders, into a demat suspense account, which shall be operated by one of the directors of APL, duly authorised in this regard, who shall upon receipt of appropriate evidence from such shareholders regarding their entitlement, will transfer from such demat suspense account into the individual demat accounts of such claimant shareholders, such number of shares as may be required in terms of this Scheme.

- 13.10.** New Equity Shares to be issued by APL pursuant to Clause 13.1 in respect of Equity Shares of the shareholders of AIL which are held in abeyance shall also be kept in abeyance.

- 13.11.** In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of AIL, the Board of Directors of AIL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in AIL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor / transferee of the shares in AIL and in relation to the new Equity Shares issued by APL upon the effectiveness of this Scheme. The Board of Directors of AIL and APL shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in APL on account of difficulties faced in the transition period.

- 13.12.** If the allotment of shares pursuant to this Clause 13.1 will result in any shareholders being issued fractional shares, the Board of APL shall, at its absolute discretion, decide to take any or a combination of the following actions:

- (a) consolidate all such fractional entitlements and thereupon allot equity shares - in lieu thereof to a person/trustee authorized by the Board of APL in this behalf who shall hold the shares in trust on behalf of the shareholders of APL entitled to fractional entitlements with the express understanding that such person shall sell the shares of APL so allotted on the Stock Exchanges at such time or times and at such price or prices and to such person, as such person/trustee deems fit, and shall distribute the net sale proceeds, subject to tax deductions and other expenses been carrying as applicable, to the shareholders of AIL in proportion to their respective fractional



entitlements. In case the number of such new shares to be allotted to a person authorized by the Board of APL by virtue of consolidation of fractional entitlement is a fraction, it shall stand cancelled.

(b) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the AIL.

13.13. APL shall apply to all the Stock Exchanges (where the shares of AIL are listed) and SEBI for listing and admission of all the Equity Shares of APL to trading in terms of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 read with other Applicable Laws (as amended from time to time). APL shall enter into such arrangements, complete such formalities and give such confirmations and/or undertaking to the Stock Exchanges as may be necessary in accordance with the Applicable Laws for the listing of Equity Shares of APL.

13.14. The new Equity Shares of APL issued and allotted pursuant to the Scheme shall remain frozen in the depository system until listing / trading permission is given by the Stock Exchanges to APL.

14. ACCOUNTING TREATMENT

Upon the Scheme becoming effective and with effect from the Appointed Date, AIL shall account for demerger in its books of accounts in accordance with the Indian Accounting Standards (Ind AS), as notified under Section 133 of the Companies Act 2013, in the following manner:

14.1. AIL shall reduce the book value of assets (net of diminution/depreciation, if any) and liabilities relating to the Demerged Undertaking, transferred to APL in accordance with the provisions of Section 2(19AA) of the Income Tax Act, 1961.

14.2. The excess of book value of the assets transferred (net of diminution/depreciation, if any) over the book value of the liabilities of the Demerged Undertaking to APL shall be adjusted first to Securities Premium Account & General Reserve Account in the ratio of Values of Business transfer and thereafter balance, if any, to Retained earnings/profit and loss account balance of AIL.

14.3. AIL shall reduce & transfer Contingent Liability, if any, pertaining to the Demerged Undertaking to APL.

14.4. AIL shall reduce & transfer Other Comprehensive Income created as per IND AS related to Assets & Liability transferred of Demerged Undertaking under the Scheme of Demerger.

14.5. The approval granted by the shareholders of AIL to this Scheme shall be deemed to be approval required under the provisions of the Act.

14.6. Pursuant to Scheme becoming effective, AIL's investment in Resulting Company will stand cancelled & Resulting Company will cease to be 100% subsidiary of AIL.

14.7. Notwithstanding the above, the Board of Directors of AIL, in consultation with its statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate and is authorised by the Accounting Standards applicable to the Company and/or Generally Accepted Accounting Principles.

Accounting treatment in the books of APL

On the Scheme becoming effective and with effect from the Appointed Date, APL shall account for demerger in its books of accounts in accordance with the accounting standards prescribed under Section 133 of the Act in the following manner:



- 14.8.** APL shall record the assets and liabilities (the difference between the assets and liabilities hereinafter being referred to as the "Net Assets") vested in it pursuant to this Scheme, at the respective book values thereof, as appearing in the books of accounts of AIL, relating to Demerged Undertaking at the close of business of the day immediately preceding the Appointed Date in accordance with the provisions of Section 2(19AA) of the Income Tax Act, 1961.
- 14.9.** APL shall credit to its Equity share capital in its books of account, the aggregate of face value of the new Equity Shares issued by it to the members of AIL pursuant to clause 13.1 and reduce its Share Capital Account which are reduced and cancelled in terms of Clause 13.2.
- 14.10.** The excess of the Net Assets as per Clause 14.8 over the face value of the new Securities allotted in accordance with the Scheme under Clause 14.9, shall be credited to same reserves as debited in the books of AIL with adjustment for balance, if any, to Profit and Loss Account/ Retained Earnings.
- 14.11.** APL shall disclose Contingent Liability, if any, transferred under the scheme of arrangement, in its first Financial Statement prepared on the Scheme becoming effective and with effect from the Appointed Date.
- 14.12.** APL shall record Other Comprehensive income transfer, if any, transferred under the Scheme of Arrangement, in its first financial statement prepared on the Scheme becoming effective and with effect from the Appointed Date.
- 14.13.** In case APL is required to follow accounting policies that are different from that of AIL for any regulatory reasons, the effect of the difference in the accounting policies between AIL and APL will be quantified and adjusted in the opening reserve (other than the securities premium account), to ensure that the financial statements of APL reflect the financial position on the basis of consistent accounting policy.
- 14.14.** Notwithstanding the above, the Board of Directors of APL is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the accounting standards specified under Section 133 of the Act read with the rules made thereunder including but not limited to Indian Accounting Standards (Ind-AS) 103 'Business Combination' and Generally Accepted Accounting Principles.



SECTION-C OTHER PROVISIONS

GENERAL TERMS & CONDITIONS

15. APPOINTED DATE

The Appointed Date shall be 1st July 2021 for all purposes, including for the purposes of accounts of ALL and APL.

16. APPLICATION TO TRIBUNAL

The Companies shall, with all reasonable dispatch, make necessary applications/petitions under Sections 230 to 232 of the Act and other applicable provisions of the Act to the Jurisdictional Tribunal for seeking sanction of this Scheme.

17. ALTERATION OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF APL

Increase in authorized Share Capital of APL

17.1. As an integral part of Scheme, and, upon coming into effect of the Scheme, the existing authorized share capital of the APL will be reorganized as 10,00,000 Equity Shares of Rs. 5/- each and further for the purpose of issue of shares as per Clause 13.1, as on the Effective Date such that upon the effectiveness of the Scheme, the authorised share capital of APL shall be Rs. 50,00,00,000 (Rupees Fifty Crores) divided into 10,00,00,000 equity shares of Rs. 5/- (Rupees Five only) each. Clause V of the Memorandum of Association of APL shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

17.2. "Clause V. The Share capital of the Company is Rs. 50,00,00,000 divided into 10,00,00,000 Equity Shares of Rs. 5 (five) each"

17.3. As an integral part of the Scheme, and upon coming into effect of the Scheme, the Articles of Association of APL shall stand amended and reinstated to replicate the Articles of a listed Company and in such form as the Board of APL may determine.

17.4. Approval of the Scheme by shareholders shall be in due compliance of provisions of Sections 13, 14, 61, 64 of the Companies Act, 2013 or other applicable provisions of the Companies Act, 2013 would not be required to be separately passed. The Resulting Company shall only file the requisite forms to that effect.

17.5. The Resulting Company shall pay requisite stamp duty and ROC fees on such increase in Capital.

18. MODIFICATION OR AMENDMENTS TO THE SCHEME

18.1. Subject to approval of NCLT, the shareholders of ALL and APL, empowers their respective Boards of Directors or by a person authorized by the Board of Directors of the Companies, may assent to/make and/or consent to any modifications/amendments of any kind to the Scheme or to any conditions or limitations that the Tribunal, as the case may be, as applicable and/or any other authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events, and the Companies by their Board of Directors are hereby authorized to take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and resolve any doubts, difficulties or questions whether by reason of any orders of the NCLT 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 including change in capital structure. For sake of clarity, there shall be no change in the shareholding pattern or control in APL between the record date and the listing date.

18.2. If any provision 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 ALL and APL, affect the adoption or validity or interpretation of the other parts and/or provisions of this Scheme.



19. CONDITIONALITY OF THE SCHEME

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

- 19.1.** The requisite consents, no-objections and approvals of the Stock Exchanges and SEBI to the Scheme in terms of the SEBI Circular, on terms acceptable to AIL and APL.
- 19.2.** The approval of the Scheme by the respective requisite majorities in number and value of the shareholders/Creditors as the case may be of the Companies in accordance with Sections 230 to 232 of the Act;
- 19.3.** The Scheme being sanctioned by the Tribunal in terms of Sections 230 to 232 and other relevant provisions of the Act and the requisite orders of the Tribunal; and
- 19.4.** Certified copies of the Orders of the Tribunal sanctioning this Scheme being filed with the relevant Registrar of Companies by AIL and APL as per the provisions of the Act.

20. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

- 20.1.** In the event any of the said sanctions and approvals referred to in clause 19 are not obtained, and / or complied with, and / or satisfied, and / or for any other reasons, this Scheme cannot be implemented, then the Board of Directors of Demerged Company and the Resulting Company shall mutually waive off such conditions as they may consider appropriate to give effect as far as possible to this Scheme and failing such mutual agreement this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

- 20.2.** In the event of revocation under clause 20.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se to AIL and APL or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each company shall bear its own costs unless otherwise mutually agreed.

- 20.3.** If any part of the Scheme is found to be infeasible or unworkable for any reason whatsoever, such infeasible or unworkable portion of the Scheme shall not affect the validity or implementation of the other parts and / or provisions of the Scheme.

- 20.4.** The Board of Directors of AIL and APL shall be entitled to withdraw this Scheme prior to the Effective Date for any reason(s) including, but not limited to, in case any condition or alteration imposed by Tribunal or any other authority is not on terms acceptable to them.

21. WHEN THE SCHEME COMES INTO OPERATION

- 21.1.** It is clarified that the Scheme shall come into operation from the Appointed Date and shall become effective on and from the Effective Date in terms of the Scheme.
- 21.2.** AIL and APL shall carry on and shall be authorized to carry on, with effect from the Effective Date, the business pertaining to AIL and APL respectively. AIL and APL is and shall always be deemed to have been authorized to execute any pleadings, applications, forms as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.



21.3. AIL and APL shall be entitled to, amongst others, file / or revise its income tax returns, TDS/TCS returns, excise duty returns, GST returns, entry tax, cess, professional tax or any other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by AIL and APL previously disallowed in the hands of AIL and APL (relating to the Demerged Undertaking) respectively under the Income Tax Act, credit of foreign taxes paid/ withheld, if any, pertaining to AIL and APL (relating to the Demerged Undertaking) as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum.

22. DIVIDENDS

22.1. AIL and APL shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.

22.2. The holders of the shares of AIL and APL shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

22.3. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of AIL and/or APL to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of Directors of AIL and APL and subject to the approval of the shareholders of AIL and APL respectively.

23. COSTS, CHARGES AND EXPENSES

All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of AIL and APL, arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto, shall be borne by AIL and such expenses shall be entitled to be a mortised in terms of Applicable Laws.

24. BINDING EFFECT

Upon this Scheme becoming effective it shall be binding on AIL and APL and, their respective shareholders and all other stakeholders.



ANNEXURE A

PART I LIST OF INVESTMENTS

Name of the Company	Number of Units/Shares (all fully paid up) as on June 30, 2021	% of Shareholdings or profit sharing of AIL	Investment at FpMV as at June 30, 2021
<u>Investments - (Unquoted) in Equity Shares of Subsidiary Companies</u>			
Aarti USA Inc.	1,00,00,000	100%	65,76,000
Aarti Pharmachem Limited	50,000	100%	25,00,000
<u>Investments - (Unquoted) in Equity Shares of Joint Control/Associates Companies</u>			
Ganesh Polychem Limited	30,98,257	50%	12,60,85,944
<u>Investments - (Unquoted) in Equity Shares of Other Companies</u>			
Dilesh Roadlines Private Limited	4,64,550	5.81%	3,25,18,500
Aarti Ventures Limited	9,17,000	40.3%	7,39,52,285
Tarapur Environment Protection Society	21,751	N.A.	61,97,200
Derma Touch Inc.	1,25,000	Applied	4,25,51,938
<u>Investments - (Unquoted) in Limited Liability Partnership</u>			
Aarti Udyog Limited Liability Partnership	NA	N.A.	3,67,32,754
TOTAL			32,71,14,621



Part II - LIST OF IMMOVABLE PROPERTIES

	Location	Address
1	Pharma - Dombivali API Unit	D53, D55, D56 (Part), D57, D59 & D60, Dombivali MIDC, Dombivali East, Thane, Maharashtra.
2	Pharma - RND, Dombivali, Maharashtra	D-54, 56(Part), Dombivali MIDC, Dombivali East, Thane, Maharashtra.
3	Pharma - Tarapur Unit 3	K 17/18/19, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
4	Pharma - Tarapur Unit 3 Godown	K 65, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
5	Pharma - Tarapur Unit 3 - Utility Plot	K 14, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
6	Pharma - Tarapur Unit 4	E 50, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
7	Pharma - Tarapur Unit 4 - New Plot	E 59/1, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
8	Tarapur MIDC, K67 Plot	K 67, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
9	Pharma - Steam Generating Unit	L10, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
10	Tarapur Spack Division	D18, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
11	Pharma - Custom Synthesis Division	Plot No. 22/C/1 & 22/C/2, GIDC Estate, Vapi - 396 195, District Valsad, Gujarat
12	Pharma - RND, Gujarat	Plot No. 22c/1, GIDC Estate, Vapi - 396 195, Gujarat
13	Pharma - New Atali Site	R.S.No. 39 To 49 PCPIR Notified Industrial Area, Village - Atali, Tal - Vagra, Dist - Bharuch, Gujarat - 392 130
14	Mumbai Office - Maharashtra	Unit - 6, 126, 127 & 201, Udyog Kshetra, Mulund Goregaon Link Road, Mulund west, Mumbai - 400 080, Maharashtra
15	Tarapur 5 - Lease Hold Plot	L-28/29, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra



LIST OF INVESTMENTS AND IMMOVABLE PROPERTIES OF AARTI INDUSTRIES LIMITED BEING DEMERGED INTO AARTI PHARMALABS LIMITED

Part I LIST OF INVESTMENTS

Name of the Company	Number of Units/Shares (all fully paid up) as on June 30, 2021	% of Shareholdings or profit sharing of AIL	Investment at FpMV as at June 30, 2021
<u>Investments - (Unquoted) in Equity Shares of Subsidiary Companies</u>			
Aarti USA Inc.	1,00,00,000	100%	65,76,000
Aarti Pharmachem Limited	50,000	100%	25,00,000
<u>Investments - (Unquoted) in Equity Shares of Joint Control/Associates Companies</u>			
Ganesh Polychem Limited	30,98,257	50%	12,60,85,944
<u>Investments - (Unquoted) in Equity Shares of Other Companies</u>			
Dilesh Roadlines Private Limited	4,64,550	5.81%	3,25,18,500
Aarti Ventures Limited	9,17,000	40.3%	7,39,52,285
Tarapur Environment Protection Society	21,751	N.A.	61,97,200
Derma Touch Inc.	1,25,000	Applied	4,25,51,938
<u>Investments - (Unquoted) in Limited Liability Partnership</u>			
Aarti Udyog Limited Liability Partnership	NA	N.A.	3,67,32,754
TOTAL			32,71,14,621



For AART INDUSTRIES LIMITED

Per-Secret
Comptroller Secretary
JCS. M. No. A15526

WATERBURY, CONNECTICUT, U.S.A. 05610GJ and R. G. G. G. G.

22100, Office: 714-226-7444, Fax: 714-226-7445, E-mail: info@hawaii.gov

Table 1. *Continued*

Part II - LIST OF IMMOVABLE PROPERTIES

	Location	Address
1	Pharma - Dombivali API Unit	D53, D55, D56 (Part), D57, D59 & D60, Dombivali MIDC, Dombivali East, Thane, Maharashtra.
2	Pharma - RND, Dombivali, Maharashtra	D-54, 56(Part), Dombivali MIDC, Dombivali East, Thane, Maharashtra.
3	Pharma - Tarapur Unit 3	K 17/18/19, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
4	Pharma - Tarapur Unit 3 Godown	K 65, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
5	Pharma - Tarapur Unit 3 - Utility Plot	K 14, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
6	Pharma - Tarapur Unit 4	E 50, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
7	Pharma - Tarapur Unit 4 - New Plot	E 59/1, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
8	Tarapur MIDC, K67 Plot	K 67, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
9	Pharma - Steam Generating Unit	L10, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
10	Tarapur Spack Division	D18, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra
11	Pharma - Custom Synthesis Division	Plot No. 22/C/1 & 22/C/2, GIDC Estate, Vapi - 396 195, District Valsad, Gujarat
12	Pharma - RND, Gujarat	Plot No. 22c/1, GIDC Estate, Vapi - 396 195, Gujarat
13	Pharma - New Atali Site	R.S.No. 39 To 49 PCPIR Notified Industrial Area, Village - Atali, Tal - Vagra, Dist - Bharuch, Gujarat - 392 130
14	Mumbai Office - Maharashtra	Unit - 6, 126, 127 & 201, Udyog Kshetra, Mulund Goregaon Link Road, Mulund west, Mumbai - 400 080, Maharashtra
15	Tarapur 5 - Lease Hold Plot	L-28/29, MIDC, Tarapur, Boisar, District - Palghar, Maharashtra



Prepared by *Vardh*
Signature *ai*
Date *22-09-22*

Certified to be True Copy of the Original
22/9/22
Deputy Registrar
NCLT, Ahmedabad Bench
Ahmedabad

22-09-22
Deputy Registrar
NCLT, Ahmedabad Bench
Ahmedabad

www.nclt-india.com | CIN: L24706GJ1999PLC017901

Admin. Office : Mr. Jyoti Hanotra, 2nd Floor, Mulund Goregaon Link Road, Mulund West, Mumbai - 400080, INDIA.
T: 022-25766666 F: 022-2555 0134 E: info@nclt-india.com

Regd. Office: Plot No. 107, 107-28, Link Road, GIDC Vapi-396195 Dist - Valsad T: 026-2403661

**SUMMARY OF CORPORATE RESTRUCTURING PROJECTS.
(SCHEMES OF ARRANGEMENTS)**

Sr. No.	Transferor Company	Transferee Company	Appointed Date	Order Date	Page No.
1.	Aarti Industries Limited (Demerged Company)	Aarti Pharmalabs Limited (Resultant Company)	July 01, 2021	September 21, 2022	28-57



BSE: 543748

NSE: AARTIPHARM

CIN: L24100GJ2019PLC110964

Registered Office

Plot No. 22/C/1 & 22/C/2
1st Phase, G.I.D.C. Vapi – 396195
Dist. Valsad, Gujarat
Website: www.aartipharmalabs.com

Corporate Office

204, Udyog Kshetra, 2nd Floor,
Mulund Goregaon Link Road,
Mulund West, Mumbai- 400080
Maharashtra