Alembic
Touching Lives over 100 years

Date: 7th March, 2019

To,
The Manager,
Listing Department,
National Stock Exchange of India Ltd
'Exchange Plaza, Bandra Kurla Complex,
Bandra (E), Mumbai

Dear Sir/Madam,

Sub: Notice of the NCLT convened Meetings of the Equity Shareholders of the Company

Pursuant to Regulation 30 of SEBI (LODR) Regulations, 2015, please find enclosed herewith the copy of the Notice along with the Explanatory Statement of the NCLT convened meeting of the equity shareholders of the Company, as directed by the Hon'ble NCLT, Ahmedabad Bench, vide its order No.23/NCLT/AHM/2019 dated 20th February, 2019 directing to convene the said meeting at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara – 390 003 on Tuesday, 9th April, 2019 at 10:30 a.m. for the purpose of considering, and if thought fit, approving, with or without modification(s), the proposed Composite Scheme of Arrangement between Alembic Limited, the First Demerged Company, Shreno Limited, the First Transferee or Second Demerged Company and Nirayu Private Limited, the Second Transferee Company under Section 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013.

The Company has provided the facility of voting by postal ballot and e-voting to the equity shareholders of the Company in connection with the resolution proposed in the aforesaid Notice. The voting period for e-voting and postal ballot will commence on Sunday, 10th March, 2019 at 9:00 a.m. and will end on Monday, 8th April, 2019 at 5:00 p.m. Further, the Shareholders will also get the facility of voting through ballot/polling paper at the venue of the meeting.

The above Notice along with the Explanatory Statement of the meeting is also available on website of the Company at www.alembiclimited.com

We request you to kindly take the same on record.

Thanking you,
Yours faithfully,
For Alembic Limited

Drigesh Mittal
Company Secretary

ALEMBIC LIMITED VADODARA

Encl.: A/a.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH

CA (CAA) No. 23/NCLT/AHM/2019

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Arrangement involving Demerger between Alembic Limited ('First Demerged Company') and Shreno Limited ('First Transferee Company' or where the context so required 'Second Demerged Company'), and between Shreno Limited and Nirayu Private Limited ('Second Transferee Company') and restructure of capital of Shreno Limited and Nirayu Private Limited.

Alembic Limited
(CIN L26100GJ1907PLC000033)
a company incorporated under the provisions of Indian Companies Act, VI of 1882 and having its registered office at Alembic Road, Vadodara – 390003 in the State of Gujarat.... Applicant First Demerged Company

To,
The National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai – 400 051

Notice is hereby given in pursuance of sub-section 5 of Section 230 of the Companies Act, 2013 ("Act") and as directed by the National Company Law Tribunal, Bench at Ahmedabad ("NCLT") by an order dated 20th February, 2019, the separate meetings of the Equity Shareholders, Unsecured Creditors and Secured Creditors of Alembic Limited, the Applicant First Demerged Company shall be held on Tuesday, 9th April, 2019, at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, in the State of Gujarat, respectively at 10.30 a.m., 11.30 a.m. and 12.30 p.m.; for the purpose of considering, and if thought fit, approving, with or without modification(s), the said Composite Scheme of Arrangement involving Demerger between Alembic Limited and Shreno Limited, and between Shreno Limited and Nirayu Private Limited and restructure of capital of Shreno Limited and Nirayu Private Limited, and their respective Shareholders.

ALEMBIC LIMITED Vadodara

A copy of the notice, Composite Scheme of Arrangement, Explanatory Statement as well as all other documents sent to the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant First Demerged Company and copy of the order are enclosed. You are hereby informed that representations, if any, in connection with the proposed arrangement may be made directly to the Tribunal within **30 (Thirty) days** from the date of receipt of this notice. Copy of the representation be simultaneously sent to the Applicant First Demerged Company. In case no representation is received within the stated period of thirty days, it shall be presumed that you have no representation to make on the proposed Composite Scheme of Arrangement.

Dated this 7th Day of March, 2019
Place: Vadodara

For Alembic Limited

ALEMBIC LIMITED Vadodara

Authorised Signatory

Enclosures:

1. Copy of notice to Equity Shareholders along with Explanatory Statement as required under section 230(3) of the Act.
2. Copy of notice to Secured Creditors along with Explanatory Statement as required under section 230(3) of the Act.
3. Copy of notice to Unsecured Creditors along with Explanatory Statement as required under section 230(3) of the Act.
4. Copy of Composite Scheme of Arrangement.
5. Copy of the order dated 20th February, 2019.

ALEMBIC LIMITED

Corporate Identity Number: L26100GJ1907PLC000033
Registered Office Address: Alembic Road, Vadodara – 390 003, Gujarat, India
Website: www.alembiclimited.com | **Email:** alembic.investors@alembic.co.in
Tel. No.: (0265) 2280550 | **Fax No.:** (0265) 2282506

NOTICE OF MEETING OF THE EQUITY SHAREHOLDERS OF ALEMBIC LIMITED

(Convened pursuant to order dated 20th February, 2019 passed by the National Company Law Tribunal, Ahmedabad Bench)

Meeting of the Equity Shareholders of Alembic Limited	
Day	**Tuesday**
Date	**9th April, 2019**
Time	**10:30 a.m.**
Venue	"Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, Gujarat.

POSTAL BALLOT AND E-VOTIING	
Commencing on	**10th March, 2019 at 9:00 a.m.**
Ending on	**8th April, 2019 at 5:00 p.m.**

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FORM CAA.2

[Pursuant to Section 230(3) and Rule 6 and 7 of the Companies

(Compromises, Arrangements and Amalgamation Rules, 2016)]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH

C A (CAA) NO. 23 OF 2019

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Arrangement involving Demerger between Alembic Limited ('First Demerged Company') and Shreno Limited ('First Transferee Company' or where the context so required 'Second Demerged Company'), and between Shreno Limited and Nirayu Private Limited ('Second Transferee Company') and restructure of capital of Shreno Limited and Nirayu Private Limited.

Alembic Limited, a company)
incorporated under the provisions)
of Indian Companies Act, VI of 1882)
and having its registered office at)
Alembic Road, Vadodara – 390003)
in the State of Gujarat)…… Applicant Company/First Demerged Company

NOTICE CONVENING THE MEETING OF EQUITY SHAREHOLDERS OF THE APPLICANT COMPANY PURSUANT TO THE ORDER DATED 20TH FEBRUARY, 2019 PASSED BY THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH

To,

All the equity shareholders of Alembic Limited ('the Applicant Company' or 'Alembic' or 'the First Demerged Company')

NOTICE is hereby given that by an Order dated 20th February, 2019 ('Order'), the Ahmedabad Bench of the National Company Law Tribunal ('NCLT') has directed that a meeting of equity shareholders of the Applicant Company be held for the purpose of considering, and if thought fit, approving with or without modification(s), the arrangement embodied in the Composite Scheme of Arrangement between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders ('Scheme').

In pursuance of the said Order and as directed therein further notice is hereby given that a meeting of equity shareholders of the Applicant Company will be held at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, Gujarat on Tuesday, 9th April, 2019 at 10:30 a.m. at which time and place, members are requested to attend. At the meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

*"**RESOLVED THAT** pursuant to the provision of Sections 230 to 232 read with Section 66 of the Companies Act, 2013 and Rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), and enabling provisions in the Memorandum and Articles of Association of the Company and subject to compliance with various Securities and Exchange Board of India (SEBI) Regulations including the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the observation letters issued by BSE Limited and National Stock Exchange of India Limited dated 24th January, 2019 and 25th January, 2019 respectively, and other applicable laws/regulations/rules and the sanction of the National Company Law Tribunal, Ahmedabad bench ("NCLT" or "Tribunal") and/or such other competent authority, as may be applicable, and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Composite Scheme of Arrangement between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders (**"Scheme"**), which inter alia envisages demerger of Demerged Undertaking 1 (as defined in the Scheme) of Alembic Limited into Shreno Limited and demerger of the Demerged Undertaking 2 (as defined in the Scheme) of Shreno Limited into Nirayu Private Limited, in compliance with the provisions of Section 2(19AA) of the Income tax Act,1961 and as per the terms and conditions mentioned in the Scheme be and is hereby approved.*

***RESOLVED FURTHER THAT** the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the*

arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the National Company Law Tribunal while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper."

Copy of the Scheme, the statement under Section 230(3) read with Section 102 of the Companies Act, 2013, read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 along with other annexures, as mentioned in the Index, are annexed to this Notice. Copy of the Scheme and the statement under Section 230(3) can also be obtained free of charge from the Registered Office of the Applicant Company or at the office of its Advocates, Mrs. Swati Saurabh Soparkar, having office at 301, Shivalik-10, Opp. SBI Zonal Office, S. M. Road, Ambavadi, Ahmedabad 380 015, Gujarat.

Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form, duly signed or authorized by the said person, are deposited at the Registered Office of the Applicant Company at Alembic Road, Vadodara – 390003, Gujarat not later than 48 hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

In compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (v) Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017, as amended from time to time, issued by the Securities and Exchange Board of India, the Applicant Company has provided the facility of voting by postal ballot and e-voting so as to enable the equity shareholders, which includes the Public Shareholders (as defined in the Notes below), to consider and approve the Scheme by way of the aforesaid resolution. The Applicant Company has provided the facility of ballot/polling paper at the venue of the meeting.

Accordingly, you may cast your vote either through postal ballot or through e-voting or through ballot/polling paper at the venue of the meeting. It is clarified that casting of votes by such e-voting or postal ballot does not disentitle members from attending the meeting. However, the members who have cast their votes by e-voting or postal ballot will not be eligible to cast their votes at the meeting.

The shareholders may refer to the notes to this Notice for further details on postal ballot and e-voting.

NCLT has appointed Mr. Devang Nanavati, a Practicing Advocate, and failing him, Mr. Janak Bathiya, a Practicing Advocate, and failing him, Mr. C. P. Buch, an Independent Director of Alembic Limited, to be the Chairman of the said meeting including for any adjournment or adjournments thereof.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of NCLT.

Dated this 28th February, 2019
Place: Ahmedabad

Sd/-
Devang Nanavati
Chairman appointed for the meeting

Registered Office:
Alembic Road,
Vadodara - 390003
Gujarat

Notes for the meeting of the Equity Shareholders of the Applicant Company:

1. Only registered equity shareholders of the Applicant Company are entitled to attend and vote either in person or in proxy **(A PROXY NEED NOT BE AN EQUITY SHAREHOLDER OF THE APPLICANT COMPANY)** or in the case of a body corporate or Registered Foreign Portfolio Investors ("RFPI") or Foreign Institutional Investors ("FII"), by a representative authorised under Section 113 of the Companies Act, 2013 at the meeting of the equity shareholders of the Applicant Company. The authorised representative of a body corporate/RFPI/FII which is a registered equity shareholder of the Applicant Company may attend and vote at the meeting of the equity shareholders of the Applicant Company provided a copy of authorisation giving the requisite authority / the resolution of the board of directors or other governing body of the body corporate/RFPI/FII authorising such representative to attend and vote at the meeting of the equity shareholders of the Applicant Company is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the equity shareholders of the Applicant Company.

2. **As per Section 105 of the Companies Act, 2013 and rules made thereunder, a person can act as a proxy on behalf of members not exceeding 50 (fifty) and holding in the aggregate not more than 10% of the total share capital of the Applicant Company carrying voting rights. Further, a member holding more than 10% of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or member.**

3. In case of joint holders attending the meeting, only such joint holder whose name stands first in the register of members of the Applicant Company/ list of beneficial owners as received from National Depository Services (India) Limited ("NSDL") or Central Depository Securities Limited ("CDSL") in respect of such joint holding, will be entitled to vote.

4. All alterations made in the form of proxy should be initialed.

5. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending the conclusion of the meeting, a shareholder would be entitled to inspect the proxies lodged at any time during the business hours of the Applicant Company, provided that not less than 3 (three) days of notice in writing is given to the Applicant Company.

6. The notice is being sent to all equity shareholders, whose name appeared in the register of members/beneficial owners as on 31st December, 2018 as well as to those equity shareholders, whose name appeared in the register of members/beneficial owners as on the cut-off date of 22nd February, 2019. This notice of the meeting of the equity shareholders of the Applicant Company is also displayed / posted on the website of the Applicant Company www.alembiclimited.com and on website of CDSL at www.cdslindia.com

7. The equity shareholders of the Applicant Company to whom the notice is sent (as mentioned above) and whose names appear in the records of the Applicant Company as on 22nd February, 2019 shall be eligible to attend and vote at the meeting of the equity shareholders of the Applicant Company either in person or by proxies or cast their votes either through postal ballot or by using e-voting facility.

8. The Notice convening the meeting will be published through advertisement in 'Indian Express' Vadodara Edition in the English language and translation thereof in 'Sandesh' Vadodara Edition in the Gujarati language.

9. A Member or his/her Proxy is requested to bring the copy of the notice to the meeting and produce the attendance slip, duly completed and signed, at the entrance of the meeting venue.

10. Registered equity shareholders who hold shares in dematerialized form are requested to bring their Client ID and DPID details for easy identification of the attendance at the meeting.

11. Voting rights shall be reckoned on the paid-up value of the shares registered in the names of the equity shareholders as on 22nd February, 2019. Persons who are not equity shareholders of the Applicant Company as on 22nd February, 2019 should treat this notice for information purposes only.

12. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the equity shareholders at the registered office of the Applicant Company between 10:30 a.m. and 12:30 p.m. on all days (except Saturdays, Sundays and public holidays) up to 1 (one) day prior to the date of the meeting.

13. The quorum for the meeting of the equity shareholders of the Applicant Company shall be 30 (thirty) equity shareholders of the Applicant Company, present in person or through authorized representative.

14. Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 ("SEBI Circular") issued by the Securities and Exchange Board of India ("SEBI"), inter alia, provides that approval of Public Shareholders of the Applicant Company to the Scheme shall be obtained and that the Applicant Company shall provided for voting through e-voting. Since the Applicant Company is seeking the approval of its equity shareholders to the Scheme by way of voting through postal ballot and e-voting, no separate procedure for voting through postal ballot and e-voting would be required to be carried out by the Applicant Company for seeking approval to the Scheme by its Public Shareholders in terms of the SEBI Circular. The aforesaid notice sent to the equity shareholders of the Applicant Company would be deemed to be the notice sent to the Public Shareholders of the Applicant Company. For this purpose, the term "Public" shall have the meaning assigned to it in Rule 2(d) of the Securities Contracts (Regulations) Rules, 1957 and the term "Public Shareholders" shall be construed accordingly. In terms of SEBI Circular, the Applicant Company has provided the facility of voting by postal ballot and e-voting to its Public Shareholders.

15. Kindly note that the equity shareholders can opt for only one mode for voting i.e. either by postal ballot or e-voting or voting at the venue of the meeting. If an equity shareholder has opted for e-voting, then he/she should not vote by postal ballot form also and vice versa. However, in case equity shareholder(s) cast their vote via both postal ballot and e-voting, then voting validly done through e-voting shall prevail and voting done by postal ballot shall be treated as invalid.

16. The equity shareholders of the Applicant Company attending the meeting who have not cast their vote either through postal ballot or e-voting shall be entitled to exercise their vote at the venue of the meeting. Equity shareholders who have cast their votes through postal ballot or e-voting may also attend the meeting but shall not be entitled to cast their vote again.

17. Subject to note no. 14 mentioned above, in accordance with the provisions of Sections 230 – 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three fourth in value of the equity shareholders, voting in person or by proxy or by postal ballot or e-voting, agree to the Scheme.

18. Further, in accordance with the SEBI Circular, the Scheme shall be acted upon only if the votes cast by the Public Shareholders (through postal ballot, e-voting and ballot at the meeting) in favor of the aforesaid resolution for approval of the Scheme are more than the number of votes cast by the Public Shareholders against it.

19. The Applicant Company has engaged the services of CDSL for facilitating e-voting for the aforesaid meeting. Please note that e-voting is optional. Equity shareholders desiring to exercise their vote by using e-voting facility are requested to follow the instructions mentioned in Note 30 below.

20. The voting period for postal ballot and e-voting shall commence on and from Sunday, 10th March, 2019 at 9:00 a.m. and will end on Monday, 8th April, 2019 at 5:00 p.m. During this period equity shareholders of the Applicant Company holding shares either in physical form or in dematerialized form as on 22nd February, 2019, may cast their vote electronically or by postal ballot. The e-voting module shall be disabled by CDSL for voting on 8th April, 2019 at 5:00 p.m. Once the vote on the resolution is cast by an equity shareholder, he or she will not be allowed to change it subsequently.

21. A postal ballot form along with self-addressed postage prepaid envelope is also enclosed. Equity shareholders, voting in physical form are requested to carefully read the instructions printed in the attached postal ballot form. Equity shareholders who have received the postal ballot form by e-mail and who wish to vote through postal ballot form, may send their request to the registrar and share transfer agents, Link Intime India Private Limited by email at vadodara@linkintime.co.in mentioning their Folio/DPID & Client ID No. No other form or photocopy of the postal ballot form is permitted.

22. Equity shareholders shall fill in the requisite details and send the duly completed and signed postal ballot form in the enclosed self-addressed postage pre-paid envelope to the scrutinizer so as to reach the scrutinizer before 5:00 p.m. on or before 8th April, 2019. Postal ballot form, if sent by courier or by registered post/speed post at the expense of an equity shareholder will also be accepted. Any postal ballot form received after the said date and time shall be treated as if the reply from the equity shareholders has not been received.

23. Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer.

24. The vote on postal ballot cannot be exercised through proxy.

25. There will be only 1 (one) postal ballot form for every registered folio/client ID irrespective of the number of joint equity shareholders.

26. The postal ballot form should be completed and signed by the equity shareholders (as per specimen signature registered with the Applicant Company and/or furnished by the Depositories). In case, shares are jointly held, this form should be completed and signed by the first named equity shareholder and, in his/her absence, by the next named equity shareholder. Holder(s) of Power of Attorney ("PoA") on behalf of an equity shareholder may vote on the postal ballot mentioning the registration number of the PoA with the Applicant Company or enclosing a copy of the PoA authenticated by a notary. In case of shares held by companies, societies etc., the duly completed postal ballot form should be accompanied by a certified copy of the board resolution/authorisation giving the requisite authority to the person voting on the postal ballot form.

27. Mr. S. Samdani, partner of M/s. Samdani Shah & Kabra, Practising Company Secretaries, Vadodara, has been appointed as the scrutinizer to conduct the postal ballot and e-voting process and voting at the venue of the meeting in a fair and transparent manner.

28. The scrutinizer will submit his combined report to the Chairman of the meeting or in his absence to the person authorized by him in writing, after completion of the scrutiny of the votes cast by the equity shareholders of the Applicant Company through (i) e-voting process, (ii) postal ballot and (iii) ballot/polling paper at the venue of the meeting. The scrutinizer will also submit a separate report with regard to the result of the postal ballot and e-voting in respect of Public Shareholders. The scrutinizer's decision on the validity of the vote (including e-voting) shall be final. The results of votes cast through (i) e-voting process, (ii) postal ballot and (iii) ballot/polling paper at the venue of the meeting including the separate results of the postal ballot and e-voting exercised by the Public Shareholders will be announced on or before 11th April, 2019 and will be displayed on the notice board at the registered office of the Applicant Company for a period of three days. The results, together with the scrutinizer's reports, will also be displayed on the website of the Applicant Company, www.alembiclimited.com and on the website of CDSL, www.cdslindia.com, besides being communicated to BSE Limited and National Stock Exchange of India Limited.

29. Any queries/grievances pertaining to:

    Voting by Postal Ballot can be addressed to Mr. Drigesh Mittal, Company Secretary by sending an e-mail at alembic.investors@alembic.co.in

    The e-voting process can be addressed to Mr. Rakesh Dalvi, Deputy Manager, CDSL by sending an e-mail at helpdesk.evoting@cdslindia.com

30. Voting through Electronic Means (E-voting)

The 'Step by Step' procedure and instructions for casting your vote electronically are as under:

(i) The voting period shall commence on and from Sunday, 10th March, 2019 at 9:00 a.m. and will end on Monday, 8th April, 2019 at 5:00 p.m. During this period equity shareholders of the Applicant Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of Friday, 22nd February, 2019, may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting on Monday, 8th April, 2019 at 5:00 p.m. The e-voting module shall be disabled by CDSL for voting thereafter.

(ii) The equity shareholders should log on to the e-voting website www.evotingindia.com

(iii) Click on Shareholders.

(iv) Now Enter your User ID

    (a) For CDSL: 16 digits beneficiary ID

    (b) For NSDL: 8 Character DP ID followed by 8 digits Client ID

    (c) Equity Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.

(v) Next enter the Image Verification as displayed and Click on Login.

(vi) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.

(vii) If you are a first time user follow the steps given below:

For Members holding shares in Demat Form and Physical Form	
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) Members who have not updated their PAN with the Applicant Company / Depository Participant are requested to use the sequence number which is printed on Postal Ballot Form indicated in the PAN field.
Dividend Bank Details **OR** **Date of Birth (DOB)**	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the Applicant Company's records in order to login. If both the details are not recorded with the depository or the Applicant Company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

(viii) After entering these details appropriately, click on "SUBMIT" tab.

(ix) Members holding equity shares in physical form will then directly reach the Company selection screen. However, members holding equity shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

(x) For Members holding shares in physical form, the details can be used only for e-voting on the resolution contained in this Notice.

(xi) Click on the EVSN for the relevant Company (**ALEMBIC LIMITED** - **190222010**) on which you choose to vote.

(xii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.

(xiii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.

(xiv) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

(xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.

(xvi) You can also take a print of the votes cast by clicking on "Click here to print" option on the Voting page.

(xvii) If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.

(xviii) Shareholders can also use Mobile app - "m-Voting" for e voting. m-Voting app is available on IOS, Android & Windows based Mobile. Shareholders may log into m-Voting using their e-voting credentials to vote for the company resolution(s).

(xix) **Note for Non – Individual Shareholders and Custodians**

- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
- A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com
- After receiving the login details, User would be able to link the account(s) for which they wish to vote on.
- The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
- A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.

(xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com, under help section or write an email to helpdesk.evoting@cdslindia.com

EXPLANATORY STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013 READ WITH SECTION 102 OF THE COMPANIES ACT 2013; AND RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATION) RULES, 2016

1. In this statement, Alembic Limited is hereinafter referred to as 'Alembic' or 'the First Demerged Company' and Shreno Limited is hereinafter referred to as 'Shreno' or 'the First Resulting/Transferee Company' or where the context so requires 'the Second Demerged Company' and Nirayu Private Limited is hereinafter referred to as 'Nirayu' or 'the Second Resulting/Transferee Company'. The other definitions contained in the Scheme will also apply to this Explanatory Statement under Section 230(3) of the Companies Act, 2013 read with Section 102 of the Companies Act, 2013 ('Act') read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 **('Explanatory Statement')**.

2. Pursuant to the Order dated 20th February, 2019 passed by the National Company Law Tribunal, Ahmedabad Bench in the **C A (CAA) NO. 23 OF 2019** referred to hereinabove, separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited and separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Shreno Limited are being convened and held at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, Gujarat on Tuesday, 9th April, 2019 at 10:30 a.m., 11:30 a.m., 12:30 p.m., 2:30 p.m., 3:30 p.m. and 4:30 p.m. respectively, for the purpose of considering and if thought fit, approving with or without modification(s), the proposed Composite Scheme of Arrangement between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders ('Scheme').

3. The draft Scheme was placed before the Audit Committee of Alembic Limited on 3rd November, 2018 and the Board of Directors of Alembic Limited, Shreno Limited and Nirayu Private Limited at their respective meetings held on 3rd November, 2018. Based on the recommendations of the Audit Committee and on the basis of the evaluations, the Board of Directors of Alembic Limited have come to the conclusion that the Scheme is in the best interest of Alembic Limited, its shareholders and other stakeholders.

4. Copy of the Scheme as approved by the Board of Directors of the respective companies is enclosed herewith as **Annexure 1**.

5. Background of the Companies:

A. Alembic Limited

i. Alembic Limited ("First Demerged Company" or "Alembic") was originally incorporated as Alembic Chemical Works Company Limited on 30th July, 1907 under the Indian Companies Act, VI of 1882 in the State of Gujarat. The name was changed to Alembic Limited w.e.f. 31st May, 1999 pursuant to the fresh certificate of incorporation obtained from the Registrar of Companies, Gujarat (CIN L26100GJ1907PLC000033).

ii. The Registered Office of Alembic is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat.

iii. The e-mail id of Alembic is alembic.investors@alembic.co.in

iv. The Permanent Account Number of Alembic is AABCA7950P.

v. The objects of Alembic are set out in the Memorandum of Association. The Main Objects are as under:

A) MAIN OBJECTS

1. *To manufacture, process, produce, assemble, distribute, buy, sell, import, export and deal in pharmaceuticals, drugs, chemicals, medicines, raw materials, intermediates, vaccines, tonics, enzymes, steroids, vitamins, hormones, antibiotics, antiseptics, disinfectants, veterinary medicines, poultry medicines, herbal products, their by-products, intermediates, residues, mixtures, compounds, preparations, cosmetics, pesticides, medicinal components, injections, dyewares, cordials, liquors, restoratives, acids, surgical preparations, medical equipments, surgical equipments and other related equipments, used in all therapies of medical treatment and the other life saving equipments apparatus and medicinal equipments and to engage in the business of Healthcare, lifesciences, research and development, contract manufacturing etc. in India and/ or abroad.*

2. *To carry on trade or business in India and abroad, notwithstanding anything contrary provided in any other sub-clause(s) of the object clause, as contractors, builders, land and estate agents, land developers, surveyors, architects, consulting engineers, decorators, house owners and house seller estate manager and to acquire flats and offices and sell them and to acquire land and building on leasehold or freehold, agricultural or non-agricultural, interest in land and to build, develop, construct on those lands, residential, commercial, hotels, hospitals, resorts or industrial buildings and sell or otherwise alienate, the same on ownership basis, lease basis, rental basis, leave and license basis or to transfer such buildings to societies, companies or any other person and to undertake and execute civil, mechanical, electrical and structural works contracts and sub contracts in all their respective branches and generally to do any activities in real estate business.*

vi. The Object Clause of the Memorandum of Association of the Alembic Limited was amended by the members of the Company at their Annual General Meeting held on 7th August, 2018 so as to cover only the existing and related activities, add incidental/ ancillary objects as well as to bring them in line with the provisions of the Companies Act, 2013 w.e.f 7th August 2018. Except as mentioned, there has been no change in the main objects of Alembic during the last 5 years. A copy of the revised Memorandum of Association is available for inspection at the registered office as mentioned in point 19 of this statement.

vii. Alembic is, *inter alia,* engaged in the business of manufacturing and trading of active pharmaceutical ingredients and real estate development.

viii. The authorised, issued, subscribed and paid-up share capital of Alembic as on 31st March, 2018 is as under:

Share Capital	Rupees
Authorized Share Capital	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
Total	
Issued, subscribed and paid-up Share Capital	
26,70,31,828 Equity Shares of Rs. 2/- each	53,40,63,656
Total	**53,40,63,656**

As on 31st March, 2018, Shreno and Nirayu held 13.76% and 41.12% of equity share capital of Alembic respectively.

Subsequent to the above date, there has been a buy-back of 1,02,50,000 equity shares and accordingly there has been a corresponding decrease in the issued, subscribed and paid up share capital of Alembic.

Post the above referred buy-back of the equity shares and as on date, the share capital of Alembic is as follows:

Share Capital	Rupees
Authorized Share Capital	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
Total	
Issued, subscribed and paid-up Share Capital	
25,67,81,828 Equity Shares of Rs. 2/- each	51,35,63,656
Total	**51,35,63,656**

Post the buy-back and as on 31st December, 2018, Shreno and Nirayu hold 13.69% and 41.53% of equity share capital of Alembic respectively.

ix. There has been no change in the name and registered office of Alembic during the last 5 years.

x. The equity shares of Alembic are listed on the BSE Limited and National Stock Exchange of India Limited.

xi. The Board of Directors of Alembic have at their meeting held on 3rd November, 2018 unanimously approved the Scheme. The Directors who voted in favor of / against / did not participate or vote in relation to the Scheme are as follows:

Sr. No.	Name of Director	Voted in favour/against/did not participate or vote
1	Chirayu Ramanbhai Amin	Voted in favour
2	Malika Chirayu Amin	Voted in favour
3	Udit Chirayu Amin	Voted in favour
4	Abhijit Achyut Joshi	Voted in favour
5	Milin Kaimas Mehta	Was absent and hence did not participate in the meeting
6	Chandrashekhar Pundarikray Buch	Voted in favour
7	Rudradutt Chandrakant Saxena	Voted in favour
8	Sameer Subhash Khera	Voted in favour

xii. The names of the Promoters and the present directors of Alembic along with their addresses are as follows:

Sr. No.	Name	Address
Promoter		
1	Chirayu Ramanbhai Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Malika Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
3	Udit Chirayu Amin	Flat 4501, Al Bateen Residences, Jbr, 392-572, Marsa Dubai
Promoter Group Individual(s) / Entity(ies)		
4	Pranav Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
5	Shaunak Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
6	Inaaya Shaunak Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
7	Naintara Shaunak Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
8	Ranvir Pranav Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
9	Samira Pranav Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
10	Nirayu Private Limited	FF 54, Avishkar Complex, Old Padra Road, Vadodara – 390015, Gujarat
11	Shreno Limited	Alembic Road, Vadodara – 390003, Gujarat

Sr. No.	Name	Address
12	Paushak Limited	Alembic Road, Vadodara – 390003, Gujarat
13	Vidyanidhi Trust	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat
14	Arogyavardhini Society	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat
15	Utkarsh Vidyakendra	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat
16	Ujjwal Vidyalaya	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat
17	Laburnum Family Trust	F-10/195, Race Course Circle, Gotri Road, Vadodara 390007, Gujarat
18	Virsad Family Trust	F-10/195, Race Course Circle, Gotri Road, Vadodara 390007, Gujarat
19	Viramya Packlight LLP	Bhailal Amin Marg, Vadodara – 390016, Gujarat
Directors		
1	Chirayu Ramanbhai Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Malika Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
3	Udit Chirayu Amin	Flat 4501, Al Bateen Residences, Jbr, 392-572, Marsa Dubai
4	Abhijit Achyut Joshi	D-701/702, Kunj Plaza, Rajmahel Road, Near Polo Club, Lalbaug Vadodara – 390001, Gujarat
5	Chandrashekhar Pundarikray Buch	4, Tapas Society, Old Padra Road, Beside Meridian Hospital Diwalipura, Race course, Vadodara – 390007, Gujarat
6	Rudradutt Chandrakant Saxena	G-1, Yash Appartment, Behind Gautam Nagar, Racecourse, Vadodara – 390007, Gujarat
7	Sameer Subhash Khera	B-903, Bhadralok, Old Padra Road, Vadodara 390020, Gujarat

B. Shreno Limited

i. Shreno Limited ("First Transferee Company" or "Shreno") or (where the context so requires "Second Demerged Company") was originally incorporated under the Companies Act, 1913 on 19th December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited. The First Transferee Company or the Second Demerged Company pursuant to and as part of the scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon'ble High Court of Gujarat vide its order dated 21st July, 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation from the Registrar of Companies, Gujarat, dated 19th September, 2006 (CIN U26100GJ1944PLC000345).

ii. The Registered Office of Shreno is situated at Alembic Road, Vadodara – 390003, Gujarat.

iii. The e-mail Id of Shreno is shreno.investors@alembic.co.in

iv. The Permanent Account Number of Shreno is AABCA7953Q.

v. The objects of Shreno are set out in the Memorandum of Association. The Main Objects are as under:

A) MAIN OBJECTS

1. *To carry on the business of manufacture, import, export, and sale of all sorts of glass, glass-wares, bottles, carboys and all things and materials pertaining to glass industry and to carry on the business of manufacturers, traders, dealers of glass, glass-wares, bricks, pottery, and all materials and things pertaining to glass and ceramic industries and to search for and carry on investigation for the purpose of finding quartz, stone, sand, lime and other materials required for the manufacture of glass and to carry on the business of manufacturers, traders, dealers of glass, glass-wares, bricks, pottery, and all materials and things pertaining to glass and ceramic industries.*

2. *To carry on the business as Mechanical Engineers, Electrical Engineers, Chemical Engineers, General Engineers and Contractors, to take up various types of Engineering works and to deal in all kinds of Engineering products as well as to establish workshops and to undertake and carry on work of design, patterns, castings, moulds and moulds equipments, fabrication and manufacture of equipments and to work as die makers and to fabricate and manufacture equipments and machinery for various industries such as pharmaceutical, heavy chemicals, glass manufacturing and petrochemical industries, other machinery, tool makers, brass founders, metal workers, boiler- makers, iron and steel converters, etc.*

3. *To acquire by purchase, lease, exchange or otherwise lands, building, and hereditaments of any tenure or description and any estate or interest therein, and any rights over or connected with land, and either to retain the same for the purpose of the company's business or to turn the same to account as may seem expedient; and to erect and build on any such lands, such factories, warehouses, engine-houses, water-tanks, godowns, offices bungalows, chawls and other houses and buildings, and fit them up with suitable machinery as may from time to time be necessary or advisable for the purpose of the company; and to enlarge, increase, alter and repair such buildings, water-tanks machinery, etc and to carry on trade or business in India and abroad as contractors, builders, land and estate agents, land developers, estate developers and engineers, land scapers surveyors, consulting engineers, decorators, house owners and house seller, estate manager and to acquire, buy, purchase lands, buildings, flats and offices and sell them and to acquire land and building on leasehold*

or freehold, agricultural or non agricultural, interest in land and to build, develop, construct on those lands, residential, commercial, hotels, hospitals, resorts or industrial buildings and sell or otherwise alienate, the same on ownership basis, lease basis, rental basis, leave and license basis or to transfer such buildings to societies, companies or any other person and to undertake and execute civil, mechanical, electrical and structural works contracts and sub contracts in all their respective branches and generally to do any activities in real estate business.

vi. The Object Clause of the Memorandum of Association of the Shreno Limited was amended by the members of the Company at their Annual General Meeting held on 11th September, 2018 so as to cover only the existing and related activities, add incidental/ ancillary objects as well as to bring them in line with the provisions of the Companies Act, 2013 w.e.f 11th September 2018. Except as mentioned, there has been no change in the main objects of Shreno during the last 5 years. A copy of the revised Memorandum of Association is available for inspection at the registered office as mentioned in point 19 of this statement.

vii. Shreno is, *inter alia,* engaged in the business of manufacturing and trading of glassware items, machinery & equipment required for various industries, making investments and real estate development.

viii. The authorised, issued, subscribed and paid-up share capital of Shreno as on 31st March, 2018 is as under:

Share Capital	Rupees
Authorized Share Capital	
59,50,000 Equity Shares of Rs. 100/- each	59,50,00,000
45,12,500 Preference Shares of Rs. 400/- each	180,50,00,000
Total	**240,00,00,000**
Issued, subscribed and paid-up Share Capital	
59,48,298 Equity Shares of Rs. 100/- each fully paid up	59,48,29,800
Total	**59,48,29,800**

As on 31st March, 2018 and as on 31st December, 2018, Alembic and Nirayu hold 17.09% and 64.72% of equity share capital of Shreno respectively

Subsequent to the above date, there has been no change in the capital structure of Shreno.

ix. There has been no change in the name and registered office of Shreno during the last five years.

x. The equity shares of Shreno are not listed on any stock exchange in India.

xi. The Board of Directors of Shreno have at their meeting held on 3rd November, 2018 unanimously approved the Scheme. The Directors who voted in favor of / against / did not participate or vote in relation to the Scheme are as follows:

Sr. No.	Name of Director	Voted in favor/against/did not participate or vote
1	Chirayu Ramanbhai Amin	Voted in favour
2	Yera Ramanbhai Amin	Was absent and hence did not participate in the meeting
3	Shaunak Chirayu Amin	Voted in favour
4	Udit Chirayu Amin	Voted in favour
5	Nitin Vishnu Bhave	Voted in favour
6	Chitta Ranjan Mukherjee	Voted in favour
7	Mayurdhvaj Dilipsinh Jadeja	Voted in favour

xii. The names of the Promoters and the present directors of Shreno along with their addresses are as follows:

Sr. No.	Name	Address
Promoters		
1	Chirayu Ramanbhai Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Shaunak Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
3	Udit Chirayu Amin	Flat 4501, Al Bateen Residences, Jbr, 392-572, Marsa Dubai
Promoter Group Individual(s) / Entity(ies)		
4	Malika Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
5	Pranav Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
6	Nirayu Private Limited	FF 54, Avishkar Complex, Old Padra Road, Vadodara – 390015, Gujarat
7	Alembic Limited	Alembic Road, Vadodara – 390003, Gujarat
8	Paushak Limited	Alembic Road, Vadodara – 390003, Gujarat
9	Laksh Trust	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
10	Vidyanidhi Trust	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat

Sr. No.	Name	Address
11	Ujjwal Vidyalaya	C/o. Alembic Limited, Finance Division, Alembic Road, Vadodara – 390003, Gujarat
Directors		
1	Chirayu Ramanbhai Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Yera Ramanbhai Amin	150/2/A, Narayanpura, Opp. Iskon Temple, Gotri Road, Vadodara- 390007, Gujarat
3	Shaunak Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
4	Udit Chirayu Amin	Flat 4501, Al Bateen Residences, Jbr, 392-572, Marsa Dubai
5	Nitin Vishnu Bhave	301, Wings Villa, 73, Vishwas Colony, Jetalpur Road, Race Course, Vadodara- 390007, Gujarat
6	Mayurdhvaj Dilipsinh Jadeja	12, Suvernapuri Society, Near Swagat Restaurant, Jetalpur Road, Vadodara 390007, Gujarat

C. Nirayu Private Limited

i. Nirayu Private Limited ("Second Transferee Company" or "Nirayu") is a company incorporated on 17th November, 1971 under the provisions of Companies Act, 1956 in the State of Karnataka. The Registered Office of the Second Transferee Company was shifted to the State of Gujarat vide order passed by the Hon'ble Regional Director (SER) Hyderabad vide its Order dated 22nd June, 2017 (CIN U51909GJ1971PTC098778). Further, vide order dated 1st December, 2017, the National Company Law Tribunal, Ahmedabad Bench sanctioned the Scheme of Amalgamation of Whitefield Chemtech Private Limited and Sierra Investments Private Limited into Nirayu Private Limited.

ii. The Registered Office of Nirayu is situated at FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015 in the State of Gujarat.

iii. The e-mail Id of Nirayu is nirayu1971@gmail.com

iv. The Permanent Account Number of Nirayu is AAACN7427K.

v. The objects of Nirayu are set out in the Memorandum of Association. The Main Objects are as under:

A) MAIN OBJECTS

1. To conduct, carry on and manage the business or trades of whisky, gin, rum, brandy, beer and general distillers, compounders and rectifiers; merchants, exporters, importers, brokers, bottles, sales agents and general traders in relation to the marketing and distribution, at home and broad, of spirits, wines, liquors and all other productions derived from the cultivation of the grape, and generally to undertake, perform and carry out all or any of the operations ordinarily undertaken by distillery proprietors and wine growers, or by persons or companies engaged in such businesses.

2. To trade and carry on business in like manner as brewers, maltsters, hop growers and merchants: ale, stout and porter merchants, bottlers, agents and distributors, barely and general grain raisers, importers, driers and merchants; manufacturers of and dealers in yeast, finings, is in glass and other drawers' requisites; manufacturers of and dealers in all kinds of aerated, mineral and medicated waters and general temperance and other drinks, beverages, cordials and the like, stillage and carbon dioxide in liquid or gaseous form.

3. To carry on the business of brewers and maltsters in all its branches.

4. To carry on the businesses of manufacturers of and dealers in all kinds of tea, coffee, cocoa, other food beverages preparations, licensed victualers, hotel keepers, beerhouse keepers, restaurant keepers, lodging house keepers, ice manufacturers and merchants, tobacconists, farmers, dairymen, yeast dealers, finings manufacturers and is in glass merchants. To plant, grow, import, manufacture, blend and deal in tea, coffee, cocoa and other similar products and to carry on business as planters, and merchants, wholesellers and retailers, sugar merchants, sweetmeats merchants and refreshment room proprietors, refreshment contractors and grocers.

5. To carry on business as dealers in, and producers of, dairy, farm and garden produce of all kinds, and in particular milk, cream, butter, cheese, poultry and eggs, fruit and vegetables.

6. To carry on business as cow-keepers, farmers, millers and market gardeners and as manufacturers of all kind of condensed milk, jam, pickles, cider and preserved provisions of all kinds including all types of vegetables, fruits, foods, biscuits, chocolates, confectioneries and Protein foods of all varieties.

6A. To carry on the business of investment company and to finance, make investment in, acquire, hold, buy, sell, pledge, mortgage, dispose off, trade and deal in shares, stocks, debentures, debenture stocks, bonds, obligations and securities of all kinds of any body corporate, corporations or of any Government or public authority, municipal or local or other interest in any other company including movables and immovables of any kind whether in India or abroad.

6B. To carry on the business of general finance, guarantees, housing finance, factoring and/or purchasing receivables, bills of acceptance and discounting, credit cards, venture capital, safe deposit vaults, money changers, financial and commercial agents, capitalists, investment trusts and in general financiers of industry, trade, commerce agriculture.

6C. To carry on the business in India or abroad of architects, consultants, civil engineers, civil testers, builders and developers of land, contractors, colonizers, civil contractors and undertake any residential, commercial or industrial construction either independently or jointly in partnership, joint venture or on agency or subcontracts basis with or on behalf of any individual firm, body corporate, association or society, Central or State Government, Cantonment board or any local authority to work as colonizer, developer of land and farm houses and buildings for residential purposes.

6D. To carry on trade or business in India and abroad as contractors, builders, land and estate agents, land developers, estate developers and engineers, land scapers surveyors, architects, consulting engineers, decorators, house owners and house seller, estate manager and to acquire, buy, purchase lands, buildings, flats and offices and sell them and to acquire land and building on leasehold or freehold, agricultural or non agricultural, interest in land and to build, develop, construct on those lands, residential, commercial, hotels, hospitals, resorts or industrial buildings and sell or otherwise alienate, the same on ownership basis, lease basis, rental basis, leave and license basis or to transfer such buildings to societies, companies or any other person and to undertake and execute civil, mechanical, electrical and structural works contracts and sub contracts in all their respective branches and generally to do any activities in real estate business.

6E. To manufacture, buy, sell, indent, import, export, distribute and otherwise deal in pharmaceuticals, drugs, medicinal, chemicals including fine chemicals and products thereof and substances in raw, intermediate or manufactured form.

6F. To carry on business as manufacturers, buyers, sellers, dealers, indentors, importers, exporters, agents, representatives, consultants of pharmaceuticals, medicines, formulations, articles, compounds, drugs, herbs, ayurvedic, unani or homeopathic medicine, minerals, mineral waters, Vitamins, antiseptics, disinfectants, medicinal lozengers and sweets, wines, cordials, liquors, soaps, detergents, cosmetics, toilet preparations, essences, braths, other restoratives, or items of special diets, milk products especially suited to infants, invalids convalescence and army personal and alkalies, acids, tanins, sizing and other medicinals and pharmaceuticals, preparations of any nature and kind whatsoever surgical instruments and apparatus, surgical preparations and applications, dressings, inplants, prosthesis, diagnostic aids and materials, visual aids, educative films, videos and articles required and para – medical personnel for the practices of medical profession and as chemists, druggists, drysalters, manufacturers, dealers, exporters, importers of chemicals, industrial and other preparations.

6G. To carry on business as manufacturers, buyers, sellers, dealers, indentors, importers, exporters, agents, representatives, consultants in fine and basic chemicals of any nature whatsoever, dyes, dye-ware, pesticides, fertilisers, plastics, resins and other preparations, formulation, solutions required by the pharmaceutical industry.

vi. Clause 6A to 6G of the aforesaid objects of Nirayu was inserted pursuant to the Scheme of Arrangement approved by the National Company Law Tribunal, Ahmedabad Bench by its order dated 1st December, 2017 and effective from 1st March, 2017. Except as mentioned, there has been no change in the main objects of Nirayu during the last 5 years. A copy of the revised Memorandum of Association is available for inspection at the registered office as mentioned in point 19 of this statement.

vii. Nirayu is currently holding investments in shares and securities of various entities.

viii. The authorised, issued, subscribed and paid-up share capital of Nirayu as on 31st March, 2018 is as under:

Share Capital	Rupees
Authorized Share Capital	
13,80,000 Equity shares of Rs. 100/- each	13,80,00,000
38,50,000 Preference Shares of Rs. 100/- each	38,50,00,000
Total	**52,30,00,000**
Issued, subscribed and paid-up Share Capital	
3,11,250 Equity Shares of Rs. 100/- each fully paid up	3,11,25,000
1,37,053 5% Redeemable Preference Shares of Rs. 100/- each fully paid	1,37,05,300
Total	**4,48,30,300**

There is no change in the capital structure of Nirayu after the aforesaid date.

As on 31st March, 2018, Shreno holds 19.02% of equity share capital of Nirayu.

ix. There has been no change in the name of Nirayu in the last 5 years. However, the Registered Office of Nirayu was shifted from Main Road, Near Railway Station, Whitefield, Bangalore – 560066 to FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015 in the State of Gujarat with effect from 22nd June, 2017.

x. The equity shares and preference shares of Nirayu are not listed on any stock exchange.

xi. The Board of Directors of Nirayu have at their meeting held on 3rd November, 2018 unanimously approved the Scheme. The Directors who voted in favor of / against / did not participate or vote in relation to the Scheme are as follows:

Sr. No.	Name of Director	Voted in favor/against/did not participate or vote
1	Chirayu Ramanbhai Amin	Voted in favour
2	Mitanshu Satishbhai Shah	Voted in favour
3	Rasesh Jayant Shah	Voted in favour

xii. The names of the Promoters and the present directors of Nirayu along with their addresses are as follows:

Sr. No.	Name	Address
Promoters		
1	Malika Chirayu Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Chirayu Ramanbhai Amin HUF	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
3	Paushak Limited	Alembic Road, Vadodara - 390003, Gujarat
4	Shreno Limited	Alembic Road, Vadodara - 390003, Gujarat
5	Laksh Trust	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
Directors		
1	Chirayu Ramanbhai Amin	F-10/195, Race Course Circle, Gotri Road, Vadodara - 390007, Gujarat
2	Mitanshu Satishbhai Shah	4, Jivan Jyot Society, Lalbaug Road, Manjalpur, Vadodara – 390011, Gujarat
3	Rasesh Jayant Shah	202, Keshav Flats, Guruprasad Society, Near Akota Stadium, Akota Vadodara – 390020, Gujarat

6. Relationship between the Companies involved in the Scheme:

Shreno Limited is an Associate Company of the Alembic Limited, as per Companies Act, 2013.

Also, Alembic Limited and Shreno Limited have a common holding company, i.e. Nirayu Private Limited.

7. Rationale/Benefits of the Scheme:

The following are rationale and benefits of the Scheme:

i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic Limited and Shreno Limited, which is currently embedded in the value of Alembic Limited and Shreno Limited, respectively;

ii. Elimination of inter-company cross holdings;

iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic Limited to Shreno Limited;

iv. Achieve cost optimization and specialization for sustained growth;

v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and

vi. Enhancing shareholder value by creating leaner and focused organizations.

8. Salient features of the Scheme:

i. This Scheme is between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders under Sections 230 to 232 read with Section 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder.

ii. Alembic Limited, Shreno Limited and Nirayu Private Limited shall, as may be required, make petitions under Sections 230 to 232 read with Section 66 of the Companies Act, 2013 and other applicable provisions of the Act read with applicable rules made thereunder, to the Ahmedabad Bench of the National Company Law Tribunal for sanction of the Scheme and all matters ancillary or incidental thereto.

iii. “Appointed Date” means the 1st day of November, 2018.

iv. “Effective Date” means the opening hours of the day on which the last of approvals/conditions specified in Clause 32 of this Scheme are obtained or complied with. Reference to “coming into effect of this Scheme” or “effectiveness of this Scheme” shall mean the Effective Date.

v. Upon this Scheme becoming effective and in consideration of the transfer and vesting of the Demerged Undertaking 1 of Alembic Limited into Shreno Limited in accordance with Part II of this Scheme, Shreno Limited shall issue and allot to every member of Alembic Limited (other than Shreno Limited in respect of shares held by it in Alembic Limited, if any) holding fully paid up Equity Shares in Alembic Limited and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, 1 (one) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.50/- per share of Shreno Limited for every 1 (one) fully paid up equity share of Rs. 2/- each held in Alembic Limited.

The 7% Non-Convertible Cumulative Redeemable Preference Shares - I of Shreno shall not be listed and/ or admitted on any stock exchange.

vi. Upon this Scheme becoming effective and in consideration of the transfer and vesting of the Demerged Undertaking 2 of Shreno Limited into Nirayu Private Limited in accordance with Part III of this Scheme, Nirayu Private Limited shall issue and allot to every member of Shreno Limited (other than Nirayu Private Limited in respect of shares held by it in Shreno Limited, if any, and other than Alembic Limited whose shareholding in Shreno Limited, shall be cancelled upon the Scheme becoming effective, before such allotment) holding fully paid up Equity Shares in Shreno Limited and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, 1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares of Rs. 100/- each at a premium of Rs 3,050/- per share of Nirayu Private Limited for every 1 (One) fully paid up equity share of Rs.100/- each held in Shreno Limited. However, it is clarified that no shares will be issued by Nirayu Private Limited to shareholders of Alembic Limited who will be allotted 7% Non-Convertible Cumulative Redeemable Preference Shares – I or Shreno Preference Shares pursuant to part II of this Scheme.

vii. Upon the Scheme becoming effective, 10,16,732 equity shares of Rs. 100/- each of Shreno Limited held by Alembic Limited, forming part of the Demerged Undertaking 1, shall without any application or deed, stand cancelled without any payments to Alembic Limited. This cancellation shall amount to reduction of the capital of Shreno Limited to this limited extent. Since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme.

viii. Upon the Scheme becoming effective, 59,212 equity shares of Rs. 100/- each of Nirayu Private Limited held by Shreno Limited, forming part of Demerged Undertaking 2, shall without any application or deed, stand cancelled without any payments to Shreno Limited. This cancellation shall amount to reduction of the capital of Nirayu Private Limited to this limited extent. Since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme.

ix. The Scheme is conditional upon and subject to the following:

- Approval of the Scheme by requisite majority of each class of shareholders and creditors of Alembic Limited, Shreno Limited and Nirayu Private Limited and such classes of persons of the said Companies, if any, as applicable or as may be required under the Act and/or as may be directed by the Tribunal;
- Compliance with the other provisions of the SEBI Circular, including seeking approval of the shareholders of Alembic Limited through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders of Alembic are more that the votes cast by the public shareholders against it as required by the SEBI Circular.
- The Scheme being sanctioned by the NCLT under Sections 230 to 232 of the Act; and
- Certified or authenticated copy of the final Order of the NCLT, sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act, being filed with the Registrar of Companies, Gujarat at Ahmedabad either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise.

x. The Scheme, inter-alia, provides for the following matters:

- The transfer of all assets and liabilities of Alembic Limited relating to the Demerged Undertaking 1, to Shreno Limited and transfer of all assets and liabilities of the Shreno Limited relating to the Demerged Undertaking 2, to Nirayu Private Limited.
- The transfer of all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments of whatsoever nature of Alembic Limited relating to the Demerged Undertaking 1 and Shreno Limited relating to the Demerged Undertaking 2, to Shreno Limited and Nirayu Private Limited respectively;
- The transfer of all employees of Alembic Limited relating to the Demerged Undertaking 1 and Shreno Limited relating to Demerged Undertaking 2, to Shreno Limited and Nirayu Private Limited respectively;
- The transfer of all legal proceedings by or against Alembic Limited relating to the Demerged Undertaking 1 and Shreno Limited relating to Demerged Undertaking 2, to Shreno Limited and Nirayu Private Limited respectively;
- The transfer of all benefits and liabilities, including under the income tax, excise duty, service tax, applicable State Value Added Tax Laws, Goods & Service tax, etc., to which Alembic Limited is entitled to in relation to the Demerged Undertaking 1 and to which Shreno Limited is entitled to in relation with Demerged Undertaking 2, vest with Shreno Limited and Nirayu Private Limited respectively;
- All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidentals thereto, shall be borne in the manner as may be mutually agreed to between the Board of Directors or persons authorised by the Board of Directors of Alembic Limited, Shreno Limited and Nirayu Private Limited.

THE FEATURES SET OUT ABOVE BEING ONLY THE SALIENT FEATURES OF THE SCHEME, THE EQUITY SHAREHOLDERS / UNSECURED CREDITORS / SECURED CREDITORS, AS APPLICABLE, OF THE APPLICANT COMPANY ARE REQUESTED TO READ THE ENTIRE TEXT OF THE SCHEME TO GET THEMSELVES FULLY ACQUAINTED WITH THE PROVISIONS THEREOF.

9. Summary of Valuation Report including basis of valuation and Fairness opinion

i. Summary of Valuation Reports obtained from M/s. Chaturvedi & Shah, Chartered Accountants, an independent valuer:

For Part II of the Scheme, valuer has considered sum-of-the-parts valuation of the Demerged Undertaking 1 by adopting a mix of approaches for the purpose of valuation. Cost / Asset approach has been used for investments and real estate at their fair values and Income approach has been used for businesses which have future cash flows. However, since the composition of the Cost / Asset approach is significantly higher than the Income approach, the valuation has been classified entirely under the asset approach.

For Part III of the Scheme, valuer has considered sum-of-the-parts valuation of the Demerged Undertaking 2 by adopting a mix of approaches for the purpose of valuation. Cost / Asset approach has been used for investments and Income approach has been used for businesses which have future cash flows. However, since there is no requirement to classify the approach adopted for valuation in case of unlisted entities, the valuer has not classified the valuation under a single valuation approach.

ii. Fairness Opinion obtained from Fedex Securities Limited, Merchant Banker:

The Merchant Banker is of the opinion that the Share Entitlement Ratio considered for the purpose of the Scheme is fair to the equity shareholders of Alembic Limited.

iii. The Valuation Report and Fairness Opinion are available for inspection at the Registered office of Alembic Limited.

iv. A copy of the Valuation Report and Fairness Opinion are enclosed to this notice as **Annexure 2** and **Annexure 3** respectively.

10. The proposed Scheme was placed before the Audit Committee of Alembic Limited at its meeting held on 3rd November, 2018. The Audit Committee recommended the Scheme to the Board of Directors of Alembic Limited for its favorable consideration after inter alia taking into account the following:

i. The Valuation Report on recommendation of Share Entitlement Ratio dated 3rd November, 2018 issued by M/s. Chaturvedi & Shah, Chartered Accountants, for issue of shares pursuant to the Scheme;

ii. The Fairness Opinion dated 3rd November, 2018 issued by Fedex Securities Limited, a Merchant Banker, on the fairness of the report on recommendation of Share Entitlement Ratio.

11. Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed Scheme:

i. Alembic Limited has received, in terms of Regulation 37 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Observation Letter dated 24th January, 2019 from the BSE Limited and 25th January, 2019 from National Stock Exchange of India Limited giving their no-objection to the Scheme. Copy of the said letters are enclosed as **Annexure 4**.

ii. As required by the SEBI Circular, Alembic Limited has filed the Complaints Reports dated 26th November, 2018 with the BSE Limited and 11th December, 2018 with National Stock Exchange of India Limited. After filing of the Complaint Reports, Alembic Limited has not received any complaints. Copy of the said reports are enclosed as **Annexure 5**.

iii. Further, it is confirmed that the copy of the draft Scheme shall be filed with the Registrar of Companies, Ahmedabad by Alembic Limited, Shreno Limited and Nirayu Private Limited.

iv. In compliance with the requirement of Section 230(5) of the Companies Act, 2013 and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, a notice in the prescribed form and seeking approvals, sanctions or no-objections shall be served to the concerned regulatory and government authorities for the purpose of the proposed Scheme.

12. Amounts due to Unsecured Creditors as on 31st December, 2018

Particulars of amounts due to Unsecured Creditors from respective Companies involved in the Scheme as at 31st December, 2018 are detailed herein:

Name of Company	Amount (in Rs.)
Alembic Limited	15,81,03,707
Shreno Limited	31,61,50,904
Nirayu Private Limited	66,800

13. Capital Structure Pre and Post Scheme:

Pre Scheme shareholding pattern of Alembic Limited, Shreno Limited and Nirayu Private Limited as on 31st December, 2018 and the post Scheme (expected) shareholding pattern of Shreno Limited and Nirayu Private Limited is as under:

Pre-Scheme shareholding pattern of Alembic is as under:

Sr. No.	Description	Name of Shareholder	First Demerged Company Alembic Limited Equity Shares	
			Pre-arrangement	
			No. of shares	%
(A)	**Shareholding of Promoter and Promoter Group**			
1	**Indian**			
(a)	Individuals/ Hindu Undivided Family	Chirayu Ramanbhai Amin	83,17,644	3.24
		Malika Chirayu Amin	57,51,939	2.24
		Pranav Chirayu Amin	19,32,411	0.75
		Shaunak Chirayu Amin	19,32,651	0.75
		Inaaya Shaunak Amin	57,410	0.02
		Naintara Shaunak Amin	57,410	0.02
		Ranvir Pranav Amin	57,410	0.02
		Samira Pranav Amin	57,410	0.02
(b)	Central Government/ State Government(s)		-	-
(c)	Bodies Corporate	Nirayu Private Limited	10,66,39,570	41.53
		Shreno Limited	3,51,51,541	13.69
		Paushak Limited	1,525	-
(d)	Financial Institutions / Banks		-	-
(e)	Any Others			
	Trusts	Vidyanidhi Trust	15,49,202	0.60
		Arogyavardhini Society	5,37,643	0.21
		Utkarsh Vidyakendra	2,79,873	0.11
		Ujjwal Vidyalaya	1,19,126	0.05
		Laburnum Family Trust	200	-
		Virsad Family Trust	200	-
	Limited Liability Partnership	Viramya Packlight LLP	1,800	-
	Sub Total(A)(1)		**16,24,44,965**	**63.25**
2	**Foreign**			
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	Udit Chirayu Amin	19,27,015	0.75
(b)	Bodies Corporate		-	-
(c)	Institutions		-	-
(d)	Any Others		-	-
	Sub Total(A)(2)		**19,27,015**	**0.75**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		**16,43,71,980**	**64.01**
(B)	**Public shareholding**			
1	**Institutions**			
(a)	Mutual Funds/ UTI	(i) SBI Small Cap Fund	1,42,51,273	5.55
(b)	Financial Institutions / Banks		2,66,129	0.10
(c)	Central Government/ State Government(s)		-	-
(d)	Venture Capital Funds		-	-
(e)	Insurance Companies		-	-
(f)	Foreign Institutional Investors		29,17,025	1.14
(g)	Foreign Venture Capital Investors		-	-
(h)	Any Other	Foreign Bank	6,500	-
	Sub-Total (B)(1)		**1,74,40,927**	**6.79**
2	**Non-institutions**			
(a)	Bodies Corporate		42,77,621	1.67
(b)	Individuals	(i) Individual shareholders holding nominal share capital up to Rs. 2 lakhs	5,05,38,980	19.68
		(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs	1,20,12,239	4.68

Sr. No.	Description	Name of Shareholder	First Demerged Company Alembic Limited Equity Shares	
			Pre-arrangement	
			No. of shares	%
(c)	Any Other	(i) NBFCs Registered with RBI	1,10,746	0.04
		(ii) Trusts	2,61,610	0.10
		(iii) Foreign Nationals	3,000	0.00
		(iv) Hindu Undivided Family	24,92,860	0.97
		(v) Non Resident Indians (Non Repat)	8,06,101	0.31
		(vi) Non Resident Indians (Repat)	7,70,172	0.30
		(vii) IEPF	17,92,914	0.70
		(viii) Unclaimed Shares	8,07,601	0.31
		(ix) Clearing Members	10,95,077	0.43
	Sub-Total (B)(2)		**7,49,68,921**	**29.20**
(B)	**Total Public Shareholding (B)= (B)(1)+(B)(2)**		**9,24,09,848**	**35.99**
	TOTAL (A)+(B)		**25,67,81,828**	**100.00**
(C)	**Shares held by Custodians and against which DRs have been issued**		-	-
	TOTAL (C)		**-**	**-**
	GRAND TOTAL (A)+(B)+(C)		**25,67,81,828**	**100.00**

Note:

1. Chirayu Ramanbhai Amin holds 20,53,833 Equity Shares in Alembic Limited in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.
2. There would be no change in the promoter or public shareholding pattern of Alembic Limited, post the Scheme being effective.

Pre-Scheme and post-scheme shareholding pattern of Shreno is as under:

Pre-Scheme:

Sr. No.	Description	Name of Shareholder	First Transferee Company Shreno Limited Equity Shares	
			Pre-arrangement	
			No. of shares	%
(A)	**Shareholding of Promoter and Promoter Group**			
1	**Indian**			
(a)	Individuals/ Hindu Undivided Family	Chirayu Ramanbhai Amin	2,76,712	4.65
		Malika Chirayu Amin	2,45,434	4.13
		Pranav Chirayu Amin	6,134	0.10
		Shaunak Chirayu Amin	10,135	0.17
(b)	Central Government/ State Government(s)		-	-
(c)	Bodies Corporate	Nirayu Private Limited	38,49,767	64.72
		Paushak Limited	1,33,332	2.24
		Alembic Limited	10,16,732	17.09
(d)	Financial Institutions / Banks		-	-
(e)	Any Others			
	Trusts	Vidyanidhi Trust	30	0.00
		Ujjwal Vidyalaya	12,000	0.20
		Uday Education Society	30	0.00
		Laksh Trust	50,454	0.85
	Sub Total(A)(1)		**56,00,760**	**94.16**
2	**Foreign**			
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	Udit Chirayu Amin	6,155	0.10
(b)	Bodies Corporate		-	-
(c)	Institutions		-	-
(d)	Any Others		-	-
	Sub Total(A)(2)		**6,155**	**0.10**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		**56,06,915**	**94.26**

Sr. No.	Description	Name of Shareholder	First Transferee Company Shreno Limited Equity Shares	
			Pre-arrangement	
			No. of shares	%
(B)	**Public shareholding**			
1	**Institutions**			
(a)	Mutual Funds/ UTI		-	-
(b)	Financial Institutions / Banks		1,089	0.02
(c)	Central Government/ State Government(s)		-	-
(d)	Venture Capital Funds		-	-
(e)	Insurance Companies		-	-
(f)	Foreign Institutional Investors		-	-
(g)	Foreign Venture Capital Investors		-	-
(h)	Any Other		-	-
	Sub-Total (B)(1)		**1,089**	**0.02**
2	**Non-institutions**			
(a)	Bodies Corporate		6,014	0.10
(b)	Individuals	(i) Individual shareholders holding nominal share capital up to Rs. 2 lakhs	2,20,285	3.70
		(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs	97,550	1.64
(c)	Any Other	(i) NBFCs Registered with RBI	39	0.00
		(ii) Trusts	9	0.00
		(iii) Foreign Nationals	-	-
		(iv) Hindu Undivided Family	12,296	0.21
		(v) Non Resident Indians (Non Repat)	1,716	0.03
		(vi) Non Resident Indians (Repat)	1,503	0.03
		(vii) IEPF	-	-
		(viii) Unclaimed Shares	-	-
		(ix) Clearing Members	882	0.01
	Sub-Total (B)(2)		**3,40,294**	**5.72**
(B)	**Total Public Shareholding (B)= (B)(1)+(B)(2)**		**3,41,383**	**5.74**
	TOTAL (A)+(B)		**59,48,298**	**100.00**
(C)	**Shares held by Custodians and against which DRs have been issued**		-	-
	TOTAL (C)		**-**	-
	GRAND TOTAL (A)+(B)+(C)		**59,48,298**	**100.00**

Note:

Chirayu Ramanbhai Amin holds 51,576 Equity Shares in Shreno Limited in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Post-Scheme (Expected)

Sr. No.	Description	Name of Shareholder	First Transferee Company Shreno Limited			
			Equity Shares		7% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
(A)	**Shareholding of Promoter and Promoter Group**					
1	**Indian**					
(a)	Individuals/ Hindu Undivided Family	Chirayu Ramanbhai Amin	2,76,712	5.61	83,17,644	3.24
		Malika Chirayu Amin	2,45,434	4.98	57,51,939	2.24
		Pranav Chirayu Amin	6,134	0.12	19,32,411	0.75
		Shaunak Chirayu Amin	10,135	0.21	19,32,651	0.75
		Inaaya Shaunak Amin	-	-	57,410	0.02
		Naintara Shaunak Amin	-	-	57,410	0.02
		Ranvir Pranav Amin	-	-	57,410	0.02
		Samira Pranav Amin	-	-	57,410	0.02

Sr. No.	Description	Name of Shareholder	First Transferee Company Shreno Limited			
			Equity Shares		7% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
(b)	Central Government/ State Government(s)		-	-	-	-
(c)	Bodies Corporate	Nirayu Private Limited	38,49,767	78.06	14,17,91,111	55.22
		Paushak Limited	1,33,332	2.70	1,525	0.00
(d)	Financial Institutions / Banks		-	-	-	-
(e)	Any Others					
	Trusts	Vidyanidhi Trust	30	0.00	15,49,202	0.60
		Arogyavardhini Society	-	-	5,37,643	0.21
		Utkarsh Vidyakendra	-	-	2,79,873	0.11
		Ujjwal Vidyalaya	12,000	0.24	1,19,126	0.05
		Uday Education Society	30	0.00	-	-
		Laburnum Family Trust	-	-	200	0.00
		Virsad Family Trust	-	-	200	0.00
		Laksh Trust	50,454	1.02	-	-
	Limited Liability Partnership	Viramya Packlight LLP	-	-	1,800	0.00
	Sub Total(A)(1)		**45,84,028**	**92.95**	**16,24,44,965**	**63.26**
2	**Foreign**					
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	Udit Chirayu Amin	6,155	0.12	19,27,015	0.75
(b)	Bodies Corporate		-	-	-	-
(c)	Institutions		-	-	-	-
(d)	Any Others		-	-	-	-
	Sub Total(A)(2)		**6,155**	**0.12**	**19,27,015**	**0.75**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		**45,90,183**	**93.08**	**16,43,71,980**	**64.01**
(B)	**Public shareholding**					
1	**Institutions**					
(a)	Mutual Funds/ UTI	(i) SBI Small Cap Fund	-	-	1,42,51,273	5.55
(b)	Financial Institutions / Banks		1,089	0.02	2,66,129	0.10
(c)	Central Government/ State Government(s)		-	-	-	-
(d)	Venture Capital Funds		-	-	-	-
(e)	Insurance Companies		-	-	-	-
(f)	Foreign Institutional Investors		-	-	29,17,025	1.14
(g)	Foreign Venture Capital Investors		-	-	-	-
(h)	Any Other	Foreign Bank	-	-	6,500	0.00
	Sub-Total (B)(1)		**1,089**	**0.02**	**1,74,40,927**	**6.79**
2	**Non-institutions**					
(a)	Bodies Corporate		6,014	0.12	42,77,621	1.67
(b)	Individuals	(i) Individual shareholders holding nominal share capital up to Rs 2 lakhs	2,20,285	4.47	5,05,38,980	19.68
		(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs	97,550	1.98	1,20,12,239	4.68
(c)	Any Other	(i) NBFCs Registered with RBI	39	0.00	1,10,746	0.04
		(ii) Trusts	9	0.00	2,61,610	0.10
		(iii) Foreign Nationals	-	-	3,000	0.00
		(iv) Hindu Undivided Family	12,296	0.25	24,92,860	0.97
		(v) Non Resident Indians (Non Repat)	1,716	0.03	8,06,101	0.31
		(vi) Non Resident Indians (Repat)	1,503	0.03	7,70,172	0.30
		(vii) IEPF	-	-	17,92,914	0.70

Sr. No.	Description	Name of Shareholder	First Transferee Company Shreno Limited			
			Equity Shares		7% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
		(viii) Unclaimed Shares	-	-	8,07,601	0.31
		(ix) Clearing Members	882	0.02	10,95,077	0.43
	Sub-Total (B)(2)		**3,40,294**	**6.90**	**7,49,68,921**	**29.20**
(B)	**Total Public Shareholding (B)= (B)(1)+(B)(2)**		**3,41,383**	**6.92**	**9,24,09,848**	**35.99**
	TOTAL (A)+(B)		**49,31,566**	**100.00**	**25,67,81,828**	**100.00**
(C)	**Shares held by Custodians and against which DRs have been issued**		-	-	-	-
	TOTAL (C)		**-**	-	-	-
	GRAND TOTAL (A)+(B)+(C)		**49,31,566**	**100.00**	**25,67,81,828**	**100.00**

Note:

The holding of Chirayu Ramanbhai Amin would include shares held by him in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Pre-Scheme and post Scheme shareholding pattern of Nirayu is as under:

Pre-Scheme

Sr. No.	Description	Name of Shareholder	Second Transferee Company Nirayu Private Limited			
			Equity Shares		5% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
(A)	**Shareholding of Promoter and Promoter Group**					
1	**Indian**					
(a)	Individuals/ Hindu Undivided Family	Chirayu Ramanbhai Amin	1,493	0.48	-	-
		Malika Chirayu Amin	62,278	20.01	-	-
(b)	Central Government/ State Government(s)		-	-	-	-
(c)	Bodies Corporate	Shreno Limited	59,212	19.02	-	-
		Paushak Limited	1,433	0.46	1,37,053	100.00
(d)	Financial Institutions / Banks		-	-	-	-
(e)	Any Others	Laksh Trust	1,86,834	60.03	-	-
	Sub Total(A)(1)		**3,11,250**	**100.00**	**1,37,053**	**100.00**
2	**Foreign**					
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)		-	-	-	-
(b)	Bodies Corporate		-	-	-	-
(c)	Institutions		-	-	-	-
(d)	Any Others		-	-	-	-
	Sub Total(A)(2)		-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		**3,11,250**	**100.00**	**1,37,053**	**100.00**
(B)	**Public shareholding**					
1	**Institutions**					
(a)	Mutual Funds/ UTI		-	-	-	-
(b)	Financial Institutions / Banks		-	-	-	-
(c)	Central Government/ State Government(s)		-	-	-	-
(d)	Venture Capital Funds		-	-	-	-
(e)	Insurance Companies		-	-	-	-

Sr. No.	Description	Name of Shareholder	Second Transferee Company Nirayu Private Limited			
			Equity Shares		5% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
(f)	Foreign Institutional Investors		-	-	-	-
(g)	Foreign Venture Capital Investors		-	-	-	-
(h)	Any Other		-	-	-	-
	Sub-Total (B)(1)		-	-	-	-
2	**Non-institutions**					
(a)	Bodies Corporate		-	-	-	-
(b)	Individuals	(i) Individual shareholders holding nominal share capital up to Rs. 2 lakhs	-	-	-	-
		(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs	-	-	-	-
(c)	Any Other		-	-	-	-
	Sub-Total (B)(2)		-	-	-	-
(B)	**Total Public Shareholding (B)= (B)(1)+(B)(2)**		-	-	-	-
	TOTAL (A)+(B)		**3,11,250**	**100.00**	**1,37,053**	**100.00**
(C)	**Shares held by Custodians and against which DRs have been issued**		-	-	-	-
	TOTAL (C)		**-**	-	-	-
	GRAND TOTAL (A)+(B)+(C)		**3,11,250**	**100.00**	**1,37,053**	**100.00**

Note:

Chirayu Ramanbhai Amin holds 1,493 Equity Shares of Nirayu Private Limited in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Post-Scheme (Expected):

Sr. No.	Description	Name of Shareholder	Second Transferee Company Nirayu Private Limited					
			Equity Shares		5% Non-Convertible Cumulative Redeemable Preference Shares		7% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%	No. of shares	%
(A)	**Shareholding of Promoter and Promoter Group**							
1	**Indian**							
(a)	Individuals/ Hindu Undivided Family	Chirayu Ramanbhai Amin	1,493	0.59	-	-	2,76,712	25.58
		Malika Chirayu Amin	62,278	24.71	-	-	2,45,434	22.69
		Pranav Chirayu Amin	-	-	-	-	6,134	0.57
		Shaunak Chirayu Amin	-	-	-	-	10,135	0.94
(b)	Central Government/ State Government(s)		-	-	-	-	-	-
(c)	Bodies Corporate	Paushak Limited	1,433	0.57	1,37,053	100.00	1,33,332	12.33
(d)	Financial Institutions / Banks		-	-	-	-	-	-
(e)	Any Others							
	Trusts	Vidyanidhi Trust	-	-	-	-	30	0.00
		Ujjwal Vidyalaya	-	-	-	-	12,000	1.11
		Uday Education Society	-	-	-	-	30	0.00
		Laksh Trust	1,86,834	74.13	-	-	50,454	4.66
	Sub Total(A)(1)		**2,52,038**	**100.00**	**1,37,053**	**100.00**	**7,34,261**	**67.87**

Sr. No.	Description	Name of Shareholder	Second Transferee Company Nirayu Private Limited					
			Equity Shares		5% Non-Convertible Cumulative Redeemable Preference Shares		7% Non-Convertible Cumulative Redeemable Preference Shares	
			Post-arrangement		Post-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%	No. of shares	%
2	**Foreign**							
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	Udit Chirayu Amin	-	-	-	-	6,155	0.57
(b)	Bodies Corporate		-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-
(d)	Any Others		-	-	-	-	-	-
	Sub Total(A)(2)		**-**	**-**	**-**	**-**	**6,155**	**0.57**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		**2,52,038**	**100.00**	**1,37,053**	**100.00**	**7,40,416**	**68.44**
(B)	**Public shareholding**							
1	**Institutions**							
(a)	Mutual Funds/ UTI		-	-	-	-	-	-
(b)	Financial Institutions / Banks		-	-	-	-	1,089	0.10
(c)	Central Government/ State Government(s)		-	-	-	-	-	-
(d)	Venture Capital Funds		-	-	-	-	-	-
(e)	Insurance Companies		-	-	-	-	-	-
(f)	Foreign Institutional Investors		-	-	-	-	-	-
(g)	Foreign Venture Capital Investors		-	-	-	-	-	-
(h)	Any Other		-	-	-	-	-	-
	Sub-Total (B)(1)		**-**	**-**	**-**	**-**	**1,089**	**0.10**
2	**Non-institutions**							
(a)	Bodies Corporate		-	-	-	-	6,014	0.56
(b)	Individuals	(i) Individual shareholders holding nominal share capital up to Rs. 2 lakhs	-	-	-	-	2,20,285	20.36
		(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs	-	-	-	-	97,550	9.02
(c)	Any Other	(i) NBFCs Registered with RBI	-	-	-	-	39	0.00
		(ii) Trusts	-	-	-	-	9	0.00
		(iii) Foreign Nationals	-	-	-	-	-	-
		(iv) Hindu Undivided Family	-	-	-	-	12,296	1.14
		(v) Non Resident Indians (Non Repat)	-	-	-	-	1,716	0.16
		(vi) Non Resident Indians (Repat)	-	-	-	-	1,503	0.14
		(vii) IEPF	-	-	-	-	-	-
		(viii) Unclaimed Shares	-	-	-	-	-	-
		(ix) Clearing Members	-	-	-	-	882	0.08
	Sub-Total (B)(2)		**-**	-	**-**	-	**3,40,294**	**31.46**
(B)	**Total Public Shareholding (B)= (B)(1)+(B)(2)**		**-**	-	**-**	-	**3,41,383**	**31.56**
	TOTAL (A)+(B)		**2,52,038**	**100.00**	**1,37,053**	**100.00**	**10,81,799**	**100.00**
(C)	**Shares held by Custodians and against which DRs have been issued**		**-**	-	**-**	-	**-**	-
	TOTAL (C)		**-**	-	**-**	-	**-**	-
	GRAND TOTAL (A)+(B)+(C)		**2,52,038**	**100.00**	**1,37,053**	**100.00**	**10,81,799**	**100.00**

Note:

The holding of Chirayu Ramanbhai Amin would include shares held by him in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

14. Effect of the Scheme on various parties:

i. **Directors and Key Managerial Personnel (KMP)**

The Directors and KMP and their respective relatives of Alembic Limited, Shreno Limited and Nirayu Private Limited may be affected only to the extent of their shareholding in Alembic Limited, Shreno Limited and Nirayu Private Limited, or to the extent that the said Directors / KMP are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in Alembic Limited, Shreno Limited and Nirayu Private Limited, if any. Save as aforesaid, none of the Directors / KMP of Alembic Limited, Shreno Limited and Nirayu Private Limited have any material interest in the Scheme.

Shareholding of Directors and Key Managerial Personnel of Alembic Limited:

Name of the Directors and Key Managerial Personnel	Shareholding of the Directors and Key Managerial Personnel in		
	Alembic Limited	Shreno Limited	Nirayu Private Limited
Chirayu Amin	83,17,644*	2,76,712$	1,493^
Malika Amin (MD & CEO)	57,51,939	2,45,434	62,278
Udit Amin	19,27,015	6,155	
Milin Mehta	-	-	-
C. P. Buch	-	-	-
R. C. Saxena	-	-	-
Sameer Khera	2,000	-	-
Abhijit Joshi	-	-	-
Rasesh Shah (CFO)	-	-	-
Drigesh Mittal (CS)	-	-	-

* 20,53,833 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

$ 51,576 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

^ 1,493 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Shareholding of Directors and Key Managerial Personnel of Shreno Limited:

Name of the Directors and Key Managerial Personnel	Shareholding of the Directors and Key Managerial Personnel in		
	Alembic Limited	Shreno Limited	Nirayu Private Limited
Chirayu Amin	83,17,644*	2,76,712$	1,493^
Yera Amin	14,94,404	30,908	-
Shaunak Amin	19,32,651	10,135	-
Udit Amin	19,27,015	6,155	-
Mayur Jadeja	-	-	-
Nitin Bhave	-	-	-
Rahul Mukadam (Dy. CFO)	-	-	-
Sagar Gandhi (Dy. CS)	-	-	-

* 20,53,833 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

$ 51,576 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

^ 1,493 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Shareholding of Directors and Key Managerial Personnel of Nirayu Private Limited:

Name of the Directors and Key Managerial Personnel	Shareholding of the Directors and Key Managerial Personnel in		
	Alembic Limited	Shreno Limited	Nirayu Private Limited
Chirayu Amin	83,17,644*	2,76,712$	1,493^
Mitanshu Shah	-	-	-
Rasesh Shah	-	-	-
Neha Chawla (CS)	-	-	-

* 20,53,833 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.
$ 51,576 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.
^ 1,493 Equity Shares held in the name of Chirayu Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

ii. **Promoter and Non-Promoter Members**

- Alembic Limited – Promoter and Non-promoter members of Alembic Limited will get direct shareholding in Shreno Limited in accordance with the Share Entitlement Ratio mentioned in the proposed Scheme which is based on the valuation report obtained from M/s. Chaturvedi & Shah, Chartered Accountants.

- Shreno Limited – Promoter and Non-promoter members of Shreno Limited will get direct shareholding in Nirayu Private Limited, in accordance with the Share Entitlement Ratio mentioned in the proposed Scheme which is based on the valuation report obtained from M/s. Chaturvedi & Shah, Chartered Accountants.

  Save as aforesaid, the rights and interest of the Promoters and Non-Promoter Shareholders of Companies involved in the Scheme will not be prejudicially affected by the Scheme.

iii. **Depositors**

As of date, Alembic Limited, Shreno Limited and Nirayu Private Limited do not have any depositors, therefore, the effect of the Scheme on any depositors does not arise.

iv. **Creditors**

The creditors of Alembic Limited and Shreno Limited will not be affected by the Scheme, since post demerger, all the liabilities of Alembic Limited relating to the Demerged Undertaking 1 and of Shreno Limited relating to Demerged Undertaking 2 will get transferred to Shreno Limited and Nirayu Private Limited respectively and Shreno Limited and Nirayu Private Limited will discharge all such liabilities in the normal course of business without jeopardizing the rights of the creditors. The creditors of Shreno Limited and Nirayu Private Limited will not be affected by the Scheme, since post demerger, the assets of Shreno Limited and Nirayu Private Limited will be sufficient to discharge all its liabilities.

v. **Debenture holders**

As of date, Alembic Limited, Shreno Limited and Nirayu Private Limited do not have any debenture holders, therefore, the effect of the Scheme on debenture holders does not arise.

vi. **Deposit trustee and debenture trustee**

As of date, Alembic Limited, Shreno Limited and Nirayu Private Limited do not have any deposit trustee or debenture trustee, therefore, the effect of the Scheme on deposit trustee and debenture trustee does not arise.

vii. **Employees**

All Employees of Alembic Limited relatable to the Demerged Undertaking 1 and of Shreno Limited in relation to Demerged Undertaking 2 shall become the employees of Shreno Limited and Nirayu Private Limited respectively, on terms and conditions not less favorable than those on which they are engaged by Alembic Limited and Shreno Limited respectively and without any interruption of or break in service. Hence, the rights and interests of the employees of the Companies involved in the Scheme will not be prejudicially affected by the Scheme.

15. Effect of the Scheme on material interest of Directors, KMP

None of the Directors and Key Managerial Personnel of Alembic Limited, Shreno Limited and Nirayu Private Limited respectively have any material personal interest in the Scheme, save to the extent of shares held by the Directors / KMP in Alembic Limited, Shreno Limited and Nirayu Private Limited, if any.

16. No investigation or proceedings under the Companies Act, 1956 and /or Companies Act, 2013 have been instituted or are pending in relation to the Alembic Limited, Shreno Limited and Nirayu Private Limited.

17. There are no winding up proceedings pending against the Alembic Limited, Shreno Limited and Nirayu Private Limited as of date.

18. Alembic Limited, Shreno Limited and Nirayu Private Limited have made a joint application before the Ahmedabad Bench of the National Company Law Tribunal for the sanction of the Composite Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013 read with Section 66 of the Companies Act, 2013.

19. Following documents will be available for obtaining extract from or for making or obtaining copies of or inspection by the members and creditors of the Applicant Company at its registered office between 10:30 a.m. to 12:30 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting namely:

a. Latest Audited Financial Statements of Alembic Limited, Shreno Limited and Nirayu Private Limited, including Consolidated Financial Statements for the year ended 31st March, 2018;

b. Copy of Memorandum of Association and Articles of Association of Alembic Limited, Shreno Limited and Nirayu Private Limited;

c. Copy of the order of Tribunal dated 20th February, 2019 in pursuance of which the meeting is to be convened;

d. Copy of the Scheme;

e. Certificate issued by the Auditor of the Alembic Limited, Shreno Limited and Nirayu Private Limited to the effect that the accounting treatment proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;

f. Copies of the resolutions passed by the respective Board of Directors of Alembic Limited, Shreno Limited and Nirayu Private Limited;

g. Report adopted by the Board of Directors of Alembic Limited, Shreno Limited and Nirayu Private Limited at its meeting held on 3rd November, 2018 pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013;

h. Valuation Report on recommendation of Share Entitlement Ratio dated 3rd November, 2018 issued by M/s. Chaturvedi & Shah, Chartered Accountants;

i. Fairness Opinion dated 3rd November, 2018 issued by Fedex Securities Limited; and

j. Such other information or documents as the Board or the management believes necessary and relevant for making decision for or against the Scheme.

This statement may be treated as an Explanatory Statement under Sections 230 to 232 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Section 102 and other applicable provisions of the Companies Act, 2013. A copy of the Scheme, Explanatory Statement and Proxy Form may be obtained from the Registered Office of the Applicant Company.

Dated this 28th February, 2019
Place: Ahmedabad

Sd/-
Devang Nanavati
Chairman appointed for the meeting

Registered Office:
Alembic Road,
Vadodara - 390003
Gujarat

Annexure 1

COMPOSITE SCHEME OF ARRANGEMENT

BETWEEN

ALEMBIC LIMITED

AND

SHRENO LIMITED

AND

NIRAYU PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER

PREAMBLE

This Scheme (as defined hereinafter) is presented under the Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder for demerger of Demerged Undertaking 1 (defined below) of Alembic Limited into Shreno Limited and demerger of the Demerged Undertaking 2 (defined below) of Shreno Limited into Nirayu Private Limited and for matters consequential, supplemental and / or otherwise integrally connected therewith.

(A) DESCRIPTION OF COMPANIES:

i. Alembic Limited ("First Demerged Company" or "Alembic") was originally incorporated as Alembic Chemical Works Company Limited on 30th July, 1907 under the Indian Companies Act, VI of 1882 in the State of Gujarat. The name of the First Demerged Company was changed to Alembic Limited w.e.f. 31st May, 1999 pursuant to the fresh certificate of incorporation obtained from the Registrar of Companies, Gujarat (CIN L26100GJ1907PLC000033). The Registered Office of the First Demerged Company is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat. It is, *inter alia,* engaged in the business of manufacturing and trading of active pharmaceutical ingredients and real estate development.

ii. Shreno Limited ("First Transferee Company" or "Shreno") or (where the context so requires "Second Demerged Company") was originally incorporated under the Companies Act, 1913 on 19th December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited. The First Transferee Company or the Second Demerged Company pursuant to and as part of the scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon'ble High Court of Gujarat vide its order dated 21st July 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation dated 19th September, 2006 (CIN U26100GJ1944PLC000345). The Registered Office of the First Transferee Company / Second Demerged Company is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat. It is, *inter alia,* engaged in the business of manufacturing and trading of glassware items, machinery & equipment required for various industries, making investments and real estate development.

iii. Nirayu Private Limited ("Second Transferee Company" or "Nirayu") is a company incorporated on 17th November 1971 under the provisions of Companies Act, 1956 in the State of Karnataka. The Registered Office of the Second Transferee Company was shifted to the State of Gujarat vide order passed by the Hon'ble Regional Director (SER) Hyderabad vide its Order dated 22nd June 2017 (CIN U51909GJ1971PTC098778). At present, the Registered Office of the Second Transferee Company is situated at FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015 in the State of Gujarat. It is currently holding investments in shares and securities of various entities.

(B) OVERVIEW OF BUSINESSES & RATIONALE FOR THE SCHEME OF ARRANGEMENT:

i. The business of Alembic, the First Demerged Company comprises of following:

- The real estate undertaking comprising of land, real estate development including residential and commercial construction, sale and lease of properties, project management and marketing consultancy.
- The pharmaceuticals undertaking comprising of manufacturing and trading of active pharmaceutical ingredients.

ii. The business of the First Transferee Company / Second Demerged Company comprises of following undertakings namely:

- The engineering undertaking comprising of manufacturing and trading of various types of engineering products mainly fabrications of various tanks and vessels, providing services like Turnkey project executions and structural fabrication ("Engineering Division").
- The real estate undertaking comprising of land, real estate development including residential and commercial construction, sale and lease of properties ("Real Estate Division").

- The glass undertaking comprising of manufacturing and trading within India and international markets, all sorts of glass, glassware, bottles and other materials pertaining to glass industry ("Glass Division").
- The investment undertaking comprising of investment activities which includes investment in shares and securities of various entities ("Investment Division").

iii. The Second Transferee Company is a holding company having investments in shares and securities of various entities.

The following are rationale and benefits for the Scheme:

i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, which is currently embedded in the value of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, respectively;

ii. Elimination of inter-company cross holdings;

iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic, the First Demerged Company to the First Transferee Company;

iv. Achieve cost optimization and specialization for sustained growth;

v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and

vi. Enhancing shareholder value by creating leaner and focused organizations.

(C) TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME-TAX ACT, 1961

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

(D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

i. **Part I** deals with the definitions and the share capital.

ii. **Part II** deals with the transfer and vesting of the Demerged Undertaking 1 from the First Demerged Company to the First Transferee Company.

iii. **Part III** deals with the transfer and vesting of the Demerged Undertaking 2 from the Second Demerged Company to the Second Transferee Company.

iv. **Part IV** deals with the reorganization of the authorized share capital and amendment of Memorandum of Association of the First Transferee Company and the Second Transferee Company and Articles of Association of the Second Transferee Company.

v. **Part V** deals with the general terms and conditions that would be applicable to this Scheme.

PART I

1. DEFINITIONS

In this scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

1.1 **"Act"** means the Companies Act, 2013 and rules and regulations made there under as may be applicable, including any statutory modification, re-enactments or amendments thereof.

1.2 **"Applicable Law"** means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force in India.

1.3 **"Appointed Date"** means 1st November 2018, or such other date as may be approved by the National Company Law Tribunal or any other Appropriate Authority.

1.4 **"Appropriate Authority" or "Governmental Authority"** means and includes any applicable Central, State or Local Government, legislative body, regulatory or administrative authority, Registrar of Companies, Regional Director, Securities and Exchange Board of India, Stock Exchanges, Reserve Bank of India, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.

1.5 **"Board of Directors"** or **"Board"** means the respective Board of Directors of the each of the companies under the Scheme and shall include any committee or sub-committee thereof constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto.

1.6 **"Demerged Undertaking 1"** shall mean the Identified Real Estate Undertaking of Alembic, the First Demerged Company along with all the related assets and liabilities, on a going concern basis, and shall include:

i. All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, securities, bills of exchange, other fixed assets, trademarks, loans, inventory and work in progress wherever situated pertaining to the Identified Real Estate Undertaking;

ii. Investments in shares and other securities, if any, held by Alembic, the First Demerged Company pertaining to the Identified Real Estate Undertaking.

iii. Assets other than those referred to in sub-clause (i) above being general in nature, if any, allocated to the Identified Real Estate Undertaking in the manner as may be decided by the Board of Directors of Alembic, the First Demerged Company;

iv. All present and future liabilities arising out of the activities or operations of the Identified Real Estate Undertaking including loans, debts, current liabilities and provisions, duties and obligations relatable to the Identified Real Estate Undertaking;

v. Without prejudice to the generality of the above, the Demerged Undertaking 1 shall include in particular:

a. all movable and immovable properties, reserves, assets, including lease-hold rights, tenancy rights, registrations, authorizations, trademarks, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals in respect of the Identified Real Estate Undertaking.

b. all quotas, rights and licenses, assignments and grants thereof, all permits, registrations, rights under any agreement, contracts, government contracts, applications, memorandum of understanding, letters of intent, tender (including open tender), or any other contracts, approvals, regulatory approvals, consents, entitlements, industrial and other licenses, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, benefit of any deposits, financial assets, corporate guarantees issued by Alembic, the First Demerged Company in relation to the Identified Real Estate Undertaking and the benefits of any bank guarantees issued in relation to the Identified Real Estate Undertaking for the benefit of Alembic, the First Demerged Company, deferred tax benefits, privileges, all other claims, rights, benefits and licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of utilities, electricity, water and other services, provisions, funds, tenancies in relation to the office and/or residential properties for the employees, offices, patents, copyrights, investments and/or interest (whether vested, contingent or otherwise) in activities undertaken by the Identified Real Estate Undertaking, either solely or jointly with other parties, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Identified Real Estate Undertaking;

c. all books, records, files, papers, computer programs, manuals, data, catalogues, quotations, backup and other data and records whether physical or electronic form, directly or indirectly in connection with or relating to the Identified Real Estate Undertaking;

d. all contracts, agreements, understanding in connection with or pertaining to or relatable to the Identified Real Estate Undertaking;

e. all employees of Alembic, the First Demerged Company employed in and / or relatable to the Identified Real Estate Undertaking as on the Effective Date; and

f. all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Alembic, the First Demerged Company, directly or indirectly in connection with or in relation to the Identified Real Estate Undertaking.

vi. For the purpose of this Scheme, the liabilities pertaining to Demerged Undertaking 1 means and includes:

a. all liabilities (including contingent liabilities) arising out of the activities or operation of the Identified Real Estate Undertaking including in relation to or in connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;

b. specific loans and borrowings raised, if any, incurred and utilized solely for the activities or operations of the Identified Real Estate Undertaking;

c. liabilities other than those referred to in sub-clauses a and b above being the amounts of general or multipurpose borrowings, if any, of Alembic, the First Demerged Company as allocated to the Identified Real Estate Undertaking in the same proportion in which the book value of the assets transferred under this Clause bears to the total book value of the assets of Alembic, the First Demerged Company immediately before the Appointed Date of the Scheme as may be determined by the Board of Directors of Alembic, the First Demerged Company.

1.7 **"Demerged Undertaking 2"** shall mean the Engineering Division and Investment Division of Shreno, the Second Demerged Company along with all the related assets and liabilities, on a going concern basis, and shall include:

i. All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, securities, bills of exchange, other fixed assets, trademarks, loans, inventory and work in progress wherever situated pertaining to the Engineering Division and Investment Division;

ii. Investments in shares, debentures and other securities, if any, held by Shreno, the Second Demerged Company pertaining to the Engineering Division and Investment Division.

iii. Assets other than those referred to in sub-clause (i) above being general in nature, if any, allocated to the Engineering Division and Investment Division in the manner as may be decided by the Board of Directors of Shreno, the Second Demerged Company;

iv. All present and future liabilities arising out of the activities or operations of the Engineering Division and Investment Division including loans, debts, current liabilities and provisions, duties and obligations relatable to the Engineering Division and Investment Division;

v. Without prejudice to the generality of the above, the Demerged Undertaking 2 shall include in particular:

a. all movable and immovable properties, reserves, assets, including lease-hold rights, tenancy rights, registrations, permits, authorizations, trademarks, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals in respect of the Engineering Division and Investment Division.

b. all quotas, rights and licenses, assignments and grants thereof, all permits, registrations, rights under any agreement, contracts, government contracts, applications, memorandum of understanding, letters of intent, tender (including open tender), or any other contracts, approvals, regulatory approvals, consents, entitlements, industrial and other licenses, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, benefit of any deposits, financial assets, corporate guarantees issued by Shreno, the Second Demerged Company in relation to the Engineering Division and Investment Division and the benefits of any bank guarantees issued in relation to the Engineering Division and Investment Division for the benefit of Shreno, the Second Demerged Company, deferred tax benefits, privileges, all other claims, rights, benefits and licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail utilities, water and other services, provisions, funds, tenancies in relation to the office and/or residential properties for the employees, offices, patents, copyrights, investments and/or interest (whether vested, contingent or otherwise) in activities undertaken by the Engineering Division and Investment Division, either solely or jointly with other parties, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Engineering Division and Investment Division;

c. all books, records, files, papers, computer programs, manuals, data, catalogues, quotations, backup and other data and records whether physical or electronic form, directly or indirectly in connection with or relating to the Engineering Division and Investment Division;

d. all contracts, agreements, understanding in connection with or pertaining to or relatable to the Engineering Division and Investment Division;

e. all employees of Shreno, the Second Demerged Company employed in and / or relatable to the Engineering Division and Investment Division as on the Effective Date; and

f. all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by Shreno, the Second Demerged Company, directly or indirectly in connection with or in relation to the Engineering Division and Investment Division.

vi. For the purpose of this Scheme, the liabilities pertaining to the Demerged Undertaking 2 means and includes:

a. all liabilities (including contingent liabilities) arising out of the activities or operation of the Engineering Division and Investment Division including in relation or connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;

b. specific loans and borrowings raised, if any, incurred and utilized solely for the activities or operations of the Engineering Division and Investment Division;

c. liabilities other than those referred to in sub-clauses a and b above being the amounts of general or multipurpose borrowings, if any, of Shreno, the Second Demerged Company as allocated to the Engineering Division and Investment Division in the same proportion in which the book value of the assets transferred under this Clause bears to the total book value of the assets of Shreno, the Second Demerged Company immediately before the Appointed Date of the Scheme as may be determined by the Board of Directors of Shreno, the Second Demerged Company.

1.8 **"Effective Date"** means the opening hours of the day on which the last of approvals/conditions specified in Clause 32 of this Scheme are obtained or complied with. Reference to "**coming into effect of this Scheme**" or "**effectiveness of this Scheme**" shall mean the Effective Date.

1.9 **"First Demerged Company" or "Alembic"** means Alembic Limited, having CIN L26100GJ1907PLC000033, a company governed under the Companies Act, 2013 and having its registered office at Alembic Road, Vadodara- 390 003, Gujarat.

1.10 **"First Transferee Company" or "Second Demerged Company" or "Shreno"** means Shreno Limited, having CIN U26100GJ1944PLC000345, a company governed under the Companies Act, 2013 and having its registered office at Alembic Road, Vadodara- 390 003, Gujarat.

1.11 **"Identified Real Estate Undertaking"** in relation to Alembic, the First Demerged Company shall mean a current residential real estate project on the land parcel more specifically described in Annexure 4, along with real estate interest held through investment in the First Transferee Company and 'project management consultancy' business.

1.12 **"7% Non-Convertible Cumulative Redeemable Preference Shares - I" or "Shreno Preference Shares"** means the preference shares issued by Shreno, the First Transferee Company as a consideration pursuant to this Composite Scheme of Arrangement, on such terms as mentioned in Clause 5.5.

1.13 **"7% Non-Convertible Cumulative Redeemable Preference Shares - II" or "Nirayu Preference Shares"** means the preference shares issued by Nirayu, the Second Transferee Company as a consideration pursuant to this Composite Scheme of Arrangement, on such terms as mentioned in Clause 16.5.

1.14 **"Record Date"** in relation to (a) Part II of the Scheme means the date to be fixed by the Board of Directors of Alembic, the First Demerged Company in consultation with the Board of Directors of Shreno, the First Transferee Company for the purpose of determining the shareholders of Alembic, the First Demerged Company who shall be entitled to receive Shreno Preference Shares, pursuant to the Scheme; and (b) in relation to Part III of the Scheme means the date to be fixed by the Board of Directors of Shreno, the Second Demerged Company in consultation with the Board of Directors of Nirayu, the Second Transferee Company for the purpose of determining the shareholders of Shreno, the Second Demerged Company who shall be entitled to receive Nirayu Preference Shares, pursuant to the Scheme. It is clarified that different Record Dates may be declared for different parts of the Scheme.

1.15 **"Remaining Business of the First Demerged Company"** means all business activities of the First Demerged Company other than the Demerged Undertaking 1.

1.16 **"Remaining Business of the Second Demerged Company"** means all business activities of the Second Demerged Company other than the Demerged Undertaking 2.

1.17 **"SEBI"** means Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended from time to time.

1.18 **"SEBI Circular"** shall mean circulars issued by SEBI being Circular CFD/DIL3/CIR/2017/21 dated 10th March 2017 and any amendments or modifications thereof, and any other circular issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

1.19 **"Second Transferee Company"** means Nirayu Private Limited, having CIN U51909GJ1971PTC098778, a company governed under the Companies Act, 2013 and having its registered office at FF-54, Avishkar Complex, Old Padra Road, Vadodara - 390 015, Gujarat.

1.20 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Composite Scheme of Arrangement in its present form as submitted in accordance with the provisions of Sections 230 to 232 of the Act or with any modification(s), if any, made under Clause 31 of the Scheme or with such other modification/amendments as the NCLT or any other Governmental Authority may direct.

1.21 **"Small Shareholder"** means any person, not being a promoter / promoter group shareholder, holding Shreno Preference Shares or Nirayu Preference Shares, and who is entitled to receive an amount not exceeding an aggregate value of Rs. 2,00,000 (Two Lakh only) on redemption of such preference shares.

1.22 **"The Tribunal"** or **"NCLT"** means the National Company Law Tribunal having jurisdiction over Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, as the case may be.

The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT, as the case may be, in terms of Clause 32 of the Scheme, shall be operative from the Effective Date and effective from Appointed Date.

3. SHARE CAPITAL

3.1 The share capital of Alembic, the First Demerged Company as on 31st March 2018, is as under: -

Share Capital	Rupees
Authorized Share Capital	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
Total	
Issued, subscribed and paid-up Share Capital	
26,70,31,828 Equity Shares of Rs. 2/- each	53,40,63,656
Total	**53,40,63,656**

As on 31st March 2018, Shreno, the First Transferee Company and Nirayu, the Second Transferee Company hold 13.76% and 41.12% of equity share capital of Alembic, the First Demerged Company respectively.

Subsequent to the above date, there has been a buy-back of 1,02,50,000 equity shares and accordingly there has been a corresponding decrease in the issued, subscribed and paid up capital of Alembic, the First Demerged Company.

Post the above referred buy-back of the equity shares and as on date, the share capital of Alembic, the First Demerged Company is as follows:

Share Capital	Rupees
Authorized Share Capital	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
Total	
Issued, subscribed and paid-up Share Capital	
25,67,81,828 Equity Shares of Rs. 2/- each	51,35,63,656
Total	**51,35,63,656**

Post the buy-back and as on date, Shreno, the First Transferee Company and Nirayu, the Second Transferee Company hold 13.69% and 41.05% of equity share capital of Alembic, the First Demerged Company respectively.

3.2 The share capital of Shreno, the First Transferee Company / the Second Demerged Company as on 31st March 2018 is as under: -

Share Capital	Rupees
Authorized Share Capital	
59,50,000 Equity Shares of Rs. 100/- each	59,50,00,000
45,12,500 Preference Shares of Rs. 400/- each	180,50,00,000
Total	**240,00,00,000**
Issued, subscribed and paid-up Share Capital	
59,48,298 Equity Shares of Rs. 100/- each fully paid up	59,48,29,800
Total	**59,48,29,800**

There is no change in the capital structure of Shreno, the First Transferee Company / the Second Demerged Company after the aforesaid date.

As on 31st March 2018 and as on date, Alembic, the First Demerged Company and Nirayu, the Second Transferee Company hold 17.09% and 64.72% of equity share capital of Shreno, the First Transferee Company / the Second Demerged Company respectively.

3.3 The share capital of Nirayu, the Second Transferee Company as on 31st March 2018 is as under: -

Share Capital	Rupees
Authorized Share Capital	
13,80,000 Equity shares of Rs. 100/- each	13,80,00,000
38,50,000 Preference Shares of Rs. 100/- each	38,50,00,000
Total	**52,30,00,000**
Issued, subscribed and paid-up Share Capital	
3,11,250 Equity Shares of Rs. 100/- each fully paid up	3,11,25,000
1,37,053 5% Redeemable Preference Shares of Rs. 100/- each fully paid	1,37,05,300
Total	**4,48,30,300**

There is no change in the capital structure of Nirayu, the Second Transferee Company after the aforesaid date.

As on 31st March 2018 and as on date, Shreno, the Second Demerged Company holds 19.02% of equity share capital of Nirayu, the Second Transferee Company.

PART II

4. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING 1 TO SHRENO, THE FIRST TRANSFEREE COMPANY

4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, the Demerged Undertaking 1 of Alembic, the First Demerged Company as defined in Clause 1.6 thereof, shall pursuant to Sections 230 to 232 of the Act and other relevant provision of the Act and the order of the NCLT sanctioning the Scheme, without any further act, instrument or deed, be transferred to and vested in or deemed to be transferred to and vested in Shreno, the First Transferee Company, on a going concern basis, in accordance with Section 2(19AA) of the Income-tax Act, 1961, so as to vest in Shreno, the First Transferee Company all the rights, title and interest of Demerged Undertaking 1 therein, subject to the subsisting charges and pledges, if any.

4.2 Without prejudice to the provisions of Clause 4.1, assets and properties of Alembic, the First Demerged Company relating to the Demerged Undertaking 1, upon the coming into effect of this Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act, without any further act or deed or instrument or conveyance for the same shall deemed to be transferred to Shreno, the First Transferee Company and shall become the assets and properties of Shreno, the First Transferee Company. The order of the NCLT shall for all purposes be treated as the instrument conveying such properties and assets to Shreno, the First Transferee Company. It is however clarified that the same shall be subject to payment of applicable stamp duty.

4.3 In respect of assets such as intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities, bodies and customers, Alembic, the First Demerged Company shall if so required by Shreno, the First Transferee Company, issue notices in such form as Shreno, the First Transferee Company may deem fit and proper stating that pursuant to the NCLT or such other competent authority having sanctioned this Scheme under Section 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of Alembic, the First Demerged Company, as the person entitled thereto, to the end and intent that the right of Alembic, the First Demerged Company to recover or realize the same stands transferred to Shreno, the First Transferee Company.

4.4 All immovable properties, if any, (including land, building and any other immovable property) of the Demerged Undertaking 1 of Alembic, the First Demerged Company whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall automatically stand vested in Shreno, the First Transferee Company without the requirement of execution of any further documents for registering the name of Shreno, the First Transferee Company as the owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, Municipality, etc. may rely on the Scheme along with the order passed by NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of Shreno, the First Transferee Company as the owner of the immovable properties. With effect from the Appointed Date, Shreno, the First Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. Alembic, the First Demerged Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to Shreno, the First Transferee Company.

4.5 If any asset relating to Demerged Undertaking 1 (including but not limited to any estate, rights, title, interest in or authorities relating to such asset) which Alembic, the First Demerged Company owns, cannot be transferred to Shreno, the First Transferee Company for any reason whatsoever, Alembic, the First Demerged Company shall, (i) hold such asset in trust for the sole benefit of Shreno, the First Transferee Company till the same is transferred and shall hold and deal with the same in accordance with the reasonable instructions as may be given by Shreno, the First Transferee Company in that regard; and (ii) make reasonable efforts to transfer such asset to Shreno, the First Transferee Company (along with any benefits attached thereto) within the earliest possible period pursuant to the Scheme becoming effective.

4.6 All patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights and other industrial properties and rights of any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements, contract advantages, benefits, goodwill, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile and other communication facilities, connections, equipment and installations, utilities, electricity and electronic devices and all other services of every kind, nature and descriptions whatsoever, reserves, provisions, funds, benefit of all agreements, arrangements including but not limited to indemnities/ guarantees given by Alembic, the First Demerged Company in relation to the Demerged Undertaking 1, deposits, advances, recoverable and receivables whether from government, semi-government, local authorities or any other customs etc., benefits of any agreement to sell of immovable properties sold or purchased by Alembic, the First Demerged Company in relation to the Demerged Undertaking 1, and all other rights, interests, claims and powers of every kind, nature and description of and arising to them, cash and bank balances, all earnest monies and/ or deposits including security deposits paid by them, the entire business and benefits and advantages of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Alembic, the First Demerged Company and relatable to the Demerged Undertaking 1, stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Shreno, the First Transferee Company pursuant to the provisions of Section 232 of the Act so as to become as and from the Appointed Date, the estate, assets, right, title and interests of Shreno, the First Transferee Company.

4.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, permissions or approvals or consents held by Alembic, the First Demerged Company required to carry on operations of the Demerged Undertaking 1 shall stand transferred to and vested in Shreno, the First Transferee Company by virtue of order of NCLT sanctioning the Scheme, and without any

further act or deed shall be appropriately mutated by the statutory authorities concerned therewith in favour of Shreno, the First Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents, registration or other licenses, and consents shall vest in and become available to Shreno, the First Transferee Company pursuant to the Scheme.

4.8 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all income, expenses, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of Alembic, the First Demerged Company, in relation to the Demerged Undertaking 1, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT, as the case may be, and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to and vested in Shreno, the First Transferee Company and shall be assumed by Shreno, the First Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of Shreno, the First Transferee Company on the same terms and conditions as were applicable to Alembic, the First Demerged Company, and Shreno, the First Transferee Company shall meet, discharge and satisfy the liabilities and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

4.9 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the debts, advances, liabilities and obligations pertaining to the Demerged Undertaking 1 of Alembic, the First Demerged Company shall, under the provisions of Sections 230 to 232 of the Act, without any further act or deed shall stand transferred to or be deemed to be transferred to Shreno, the First Transferee Company and shall become the debts, liabilities and obligations of Shreno, the First Transferee Company which it undertakes to meet, discharge and satisfy and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, advances, liabilities and obligations have arisen in order to give effect to the provisions of this clause.

4.10 In so far as the assets comprised in the Demerged Undertaking 1 of Alembic, the First Demerged Company are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings not relating to Demerged Undertaking 1 shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities, which are not related to Demerged Undertaking 1 of Alembic, the First Demerged Company. Alembic, the First Demerged Company may apply to the authorities for release of such assets and for modification of charges and encumbrances created on such assets, if required.

4.11 All taxes (including income tax, sales tax, excise duty, service tax, VAT, CGST, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Alembic, the First Demerged Company in respect of the operations and/or the profits of the Demerged Undertaking 1 before the Appointed Date, shall be on account of Alembic, the First Demerged Company and, insofar as it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, CGST, IGST, SGST, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by Alembic, the First Demerged Company in respect of the profits from activities of the Demerged Undertaking 1 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Shreno, the First Transferee Company, and shall, in all proceedings, be dealt with accordingly.

4.12 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between or amongst Alembic, the First Demerged Company and Shreno, the First Transferee Company, in so far as it relates to the Demerged Undertaking 1, shall be considered as intra-party transactions for all purposes.

5. CONSIDERATION

5.1 Upon this Scheme becoming effective and in consideration of the Demerger and vesting of the Demerged Undertaking 1 into Shreno, the First Transferee Company in accordance with this Scheme, Shreno, the First Transferee Company shall issue and allot to every member of Alembic, the First Demerged Company (other than Shreno, the First Transferee Company in respect of shares held by it in Alembic, the First Demerged Company, if any) holding fully paid up Equity Shares in Alembic, the First Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in the following manner:

- 1 (one) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.50/- per share of Shreno, the First Transferee Company for every 1 (one) fully paid up equity share of Rs. 2/- each held in Alembic, the First Demerged Company.

5.2 Notwithstanding anything contained in clause 5.1 above, in view of the provisions of the Applicable Laws (which does not permit issuance of Redeemable Preference Shares to non-residents shareholders / shareholders who are resident outside India, under automatic route), Shreno, the First Transferee Company, subject to the receipt of approval of the Appropriate Authority including the Reserve Bank of India ("RBI"), and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, shall issue and allot, to the members of Alembic, the First Demerged Company being non-residents in India and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in consideration of the Demerger, 1 (one) 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.50/- per share of Shreno, the First Transferee Company for every 1 (one) fully paid up equity share of Rs. 2/- each held in Alembic, the First Demerged Company.

5.3 If the requisite approval of the Appropriate Authority as mentioned in Clause 5.2 is not received, the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in consideration of the Demerger shall, subject to receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, receive cash, equivalent to the value of Shreno Preference Shares proposed to be issued under Clause 5.1.

5.4 If the requisite approval of the Appropriate Authority as mentioned in Clause 5.2 and Clause 5.3 is not received, the Board of Directors of Shreno, the First Transferee Company, subject to the approval of the Appropriate Authority, shall appoint a Category – I merchant banker ('Merchant Banker') to act on behalf of and as an agent and a trustee of the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in respect of the Shreno Preference Shares to be allotted as stated in Clause 5.1, in the manner provided under:

5.4.1 Shreno, the First Transferee Company shall issue and allot Shreno Preference Shares to the Merchant Banker and the Merchant Banker shall, for and behalf of such members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India, receive the aforesaid Shreno Preference Shares in an on-shore escrow account on such terms and conditions as may be acceptable to the Board of Directors of Shreno, the Second Transferee Company;

5.4.2 Immediately upon the allotment of the Shreno Preference Shares to the Merchant Banker, the promoters of the First Transferee Company and/ or their affiliates or any other person and/or entity identified by them shall purchase the Shreno Preference Shares, from the Merchant Banker, for and on behalf of the non-resident shareholders / shareholders who are resident outside India, within 30 (thirty) days from the date of allotment of the Shreno Preference Shares, at the same issue price of Rs. 16.50/- per share as mentioned in Clause 5.1.

5.4.3 Upon receipt of the sale proceeds of the Shreno Preference Shares pursuant to Clause 5.4.2 above, the Merchant Banker shall distribute such proceeds (net of expenses) to the members of Alembic, the First Demerged Company being non-resident shareholders / shareholders who are resident outside India within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

5.5 The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares have been specified in Annexure 1.

5.6 No fractional certificates shall be issued by Shreno, the First Transferee Company in respect of fractional entitlements, if any, to any member of Alembic, the First Demerged Company. The Board of Directors of Shreno, the First Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot Shreno Preference Shares in lieu thereof to a Director or an officer of Shreno, the First Transferee Company or such other person as Shreno, the First Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such Director or Officer or person shall sell the same to such person or persons and at such prices as he deems fit, and pay to Shreno, the First Transferee Company, the net sale proceeds thereof, whereupon Shreno, the First Transferee Company shall distribute such net sale proceeds to the members of such Alembic, the First Demerged Company in proportion to their respective fractional entitlements. If while consolidating fractional entitlements for allotting share/s to such trustee as aforesaid, there arises any fraction the same shall be ignored. The unclaimed Shreno Preference Shares lying in such separate escrow/ suspense account shall be redeemed in accordance with the terms of issue specified in Annexure 1. Upon receipt of the redemption proceeds of the Shreno Preference Shares, Shreno, the First Transferee Company shall distribute such proceeds (net of expenses) to the members of Alembic, the First Demerged Company being shareholders who have not claimed Shreno Preference Shares from the separate escrow/ suspense account, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

5.7 Shreno Preference Shares shall be issued in dematerialized form to those members who are holding equity shares in dematerialized form in Alembic, the First Demerged Company as on the Record Date by Shreno, the First Transferee Company or committee constituted thereof. If Shreno, the First Transferee Company is unable to allot Shreno Preference Shares to any shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), Shreno, the First Transferee Company shall issue such shares in trust in a separate escrow/ suspense account to be maintained by Shreno, the First Transferee Company for the benefit of such shareholders. Such Shreno Preference Shares shall be dealt with in accordance with the Applicable Laws and as the Board of Directors of Shreno, the First Transferee Company deems fit, including to enable allotment of such Shreno Preference Shares to the shareholders of Alembic, the First Demerged Company in proportion to their respective entitlement upon a valid claim being made thereon by the respective shareholder.

5.8 The issue and allotment of Shreno Preference Shares to the shareholders of Alembic, the First Demerged Company, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under the Act.

5.9 Upon this Scheme becoming effective, the equity shares held by Alembic, the First Demerged Company in the equity share capital of Shreno, the First Transferee Company shall stand cancelled and Shreno, the First Transferee Company shall not be required to issue any shares in lieu of such shares under the Scheme.

5.10 Shreno, the First Transferee Company shall and to the extent required, increase its Authorized Share Capital to facilitate the issue of Shreno Preference Shares as the case may be under this Scheme.

6. ACCOUNTING TREATMENT

ACCOUNTING TREATMENT IN THE BOOKS OF ALEMBIC, THE FIRST DEMERGED COMPANY

On effectiveness of the Scheme and with effect from the Appointed Date, Alembic, the First Demerged Company shall account for the transfer and vesting of the Demerged Undertaking 1 in its books of accounts as per the applicable Accounting Standards notified under Section 133 of the Act read with the relevant rules issued thereunder.

ACCOUNTING TREATMENT IN THE BOOKS OF SHRENO, THE FIRST TRANSFEREE COMPANY

On effectiveness of the Scheme and with effect from the Appointed Date, since the transaction involves entities which are under common control before and after the transaction, Shreno, the First Transferee Company shall account for the transfer and vesting of the Demerged Undertaking 1 as per the 'Pooling of interests' in its books of account in accordance with Appendix C 'Business combinations of entities under common control' of the Indian Accounting Standards (Ind AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rules, 2015 and other applicable accounting standards prescribed under the Act.

7. CANCELLATION OF SHARES OF SHRENO, THE FIRST TRANSFEREE COMPANY HELD BY ALEMBIC, THE FIRST DEMERGED COMPANY

7.1 Upon the Scheme becoming effective, 10,16,732 equity shares of Rs. 100/- each of Shreno, the First Transferee Company held by Alembic, the First Demerged Company, forming part of the Demerged Undertaking 1, shall without any application or deed, stand cancelled without any payments to Alembic, the First Demerged Company. This cancellation shall amount to reduction of the capital of Shreno, the First Transferee Company to this limited extent.

Further since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme. In view of the specific explanation provided to the provisions of Section 230 of the Act, Shreno, the First Transferee Company shall not be required to undertake the compliance of Section 66 of the Act.

8. EMPLOYEES

8.1 On the Scheme becoming effective, all staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, as on the Effective Date shall be deemed to have become staff and employees of Shreno, the First Transferee Company without any break or interruption in their services, on same terms and conditions of their employment with Alembic, the First Demerged Company. Shreno, the First Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past service with Alembic, the First Demerged Company, as the case may be, shall also be taken into account.

8.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, or all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Alembic, the First Demerged Company in relation to such Fund or Funds shall become those of Shreno, the First Transferee Company. It is clarified that Shreno, the First Transferee Company shall carry out such steps as may be necessary to register the employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, with its existing exempt Gratuity trust and exempt Provident Fund trust or Employee's Provident Fund Organization or any other government provident fund, as per the provisions of applicable regulations and the same shall be binding on all employees. It is clarified that the services of the staff and employees of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, will be treated as having been continuous for the purpose of the said Fund or Funds.

9. LEGAL PROCEEDINGS

9.1 All legal proceedings of whatsoever nature, whether pending or threatened, by or against Alembic, the First Demerged Company at the Appointed Date and or arising after the Appointed Date till the Effective Date, relating to the Demerged Undertaking 1 of Alembic, the First Demerged Company, as and from the Effective Date, shall be continued and enforced by or against Shreno, the First Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against Alembic, the First Demerged Company.

9.2 After the Appointed Date till the Effective Date, if any proceedings are taken against Alembic, the First Demerged Company in respect of the matters referred to in Clause 9.1 above, it shall defend the same at the cost of Shreno, the First Transferee Company and Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all liabilities and obligations incurred by Alembic, the First Demerged Company in respect thereof.

9.3 After the Effective Date, if any proceedings are taken or continued against Alembic, the First Demerged Company in respect of Demerged Undertaking 1 carried on by Shreno, the First Transferee Company, Shreno, the First Transferee Company shall defend the same at

its own cost; and, in respect of Demerged Undertaking 1 carried on by Shreno, the First Transferee Company after the Effective Date, Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all liabilities, costs and obligations incurred by Alembic, the First Demerged Company, if any, in respect thereof.

9.4 Shreno, the First Transferee Company undertakes to have all legal or other proceedings initiated by or against Alembic, the First Demerged Company referred to in Clause 9.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against Shreno, the First Transferee Company as the case may be, to the exclusion of Alembic, the First Demerged Company, after the Effective Date. In the event that Alembic, the First Demerged Company is required to be joined as a necessary party in any such proceedings, Alembic, the First Demerged Company shall be added as a necessary party to enable Shreno, the First Transferee Company to prosecute / defend such proceedings and Shreno, the First Transferee Company shall reimburse and indemnify Alembic, the First Demerged Company against all costs, liabilities and obligations incurred by Alembic, the First Demerged Company, if any, in respect thereof.

10. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

10.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature relating to Demerged Undertaking 1 and to which Alembic, the First Demerged Company are a party or to the benefit of which Alembic, the First Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, Shreno, the First Transferee Company and may be enforced as fully and effectually as if, instead of Alembic, the First Demerged Company, Shreno, the First Transferee Company had been a party or beneficiary or obligee thereto or there under.

10.2 Without prejudice to the transfer and vesting of Demerged Undertaking 1 to and in Shreno, the First Transferee Company, Shreno, the First Transferee Company may, at any time after this Scheme becomes effective, if so required or becomes necessary, enter into and/ or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations with or in favor of any party to any agreements, contracts, arrangements, understandings, bonds, engagements, deeds and instruments relating to Demerged Undertaking 1. Shreno, the First Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Alembic, the First Demerged Company and to implement or carry out all formalities required on the part of Alembic, the First Demerged Company to give effect to the provisions of this Scheme.

10.3 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licences, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/ benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent), relating to Demerged Undertaking 1 shall stand transferred to and vested in or shall be deemed to be transferred to and vested in Shreno, the First Transferee Company as if the same were originally given or issued to or executed in favor of Shreno, the First Transferee Company, and the rights and benefits under the same shall be available to Shreno, the First Transferee Company.

10.4 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to Demerged Undertaking 1, which Alembic, the First Demerged Company owns or to which Alembic, the First Demerged Company is a party and which cannot be transferred to the First Transferee Company for any reason whatsoever, Alembic, the First Demerged Company shall hold such asset or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of Shreno, the First Transferee Company, in so far as it is permissible so to do till such time as the transfer is effected.

10.5 In pursuance of the Scheme, Alembic, the First Demerged Company and Shreno, the First Transferee Company shall agree to execute suitable agreements, deeds, affidavits, consent letters, power of attorney, applications and other documents and enter into such arrangements as may be required for giving effect to this Scheme.

11. TAX CREDITS

11.1 The benefit of any tax credits whether central, state or local, availed by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, and the obligations, if any, for payment of the tax on any assets of Alembic, the First Demerged Company on their erection and/or installation, etc., shall be deemed to have been availed by Shreno, the First Transferee Company or as the case may be, deemed to be the obligations of Shreno, the First Transferee Company.

11.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, including all or any refunds/credit/MAT credit/claims relating thereto shall be treated as asset/liability or refunds/credit/claims, as the case may be, of Shreno, the First Transferee Company.

11.3 Shreno, the First Transferee Company and Alembic, the First Demerged Company are expressly permitted to revise their tax returns including tax deducted at source certificates/returns and to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, as vested with Shreno, the First Transferee Company upon coming into effect of this scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim

refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

12. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

12.1 With effect from the Appointed Date and up to and including the Effective Date, Alembic, the First Demerged Company shall carry on the business of Demerged Undertaking 1 with reasonable diligence in the ordinary course of business. Alembic, the First Demerged Company shall not, without the prior written consent of the Board of Directors of Shreno, the First Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of Demerged Undertaking 1 or any part thereof.

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

12.2.1 Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, Shreno, the First Transferee Company;

12.2.2 All profits and income accruing or arising to Alembic, the First Demerged Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), in relation to Demerged Undertaking 1, for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of Shreno, the First Transferee Company;

12.2.3 Any rights, powers, authorities or privileges exercised by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, shall be deemed to have been exercised by Alembic, the First Demerged Company for and on behalf of, and in trust for and as an agent of Shreno, the First Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Alembic, the First Demerged Company, in relation to Demerged Undertaking 1, shall be deemed to have been undertaken for and on behalf of and as an agent for Shreno, the First Transferee Company;

12.2.4 All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Alembic, the First Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 1 before the Appointed Date, shall be on account of Alembic, the First Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by Alembic, the First Demerged Company in respect of the profits or activities or operation of Demerged Undertaking 1 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Shreno, the First Transferee Company and, shall, in all proceedings, be dealt with accordingly; and

12.2.5 Alembic, the First Demerged Company shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees of Demerged Undertaking 1, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Shreno, the First Transferee Company.

12.3 Shreno, the First Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which Shreno, the First Transferee Company may be required to carry on the business of Demerged Undertaking 1.

13. REMAINING BUSINESS OF THE FIRST DEMERGED COMPANY

13.1 The Remaining Business of the First Demerged Company and all the assets, liabilities and obligations other than Demerged Undertaking 1 shall continue to belong to and be vested in and be managed by the First Demerged Company.

13.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the First Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business of the First Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Remaining Business of the First Demerged Company) shall be continued and enforced by or against the First Demerged Company after the Effective Date.

13.3 If proceedings are taken against Shreno, the First Transferee Company in respect of the matters referred to in Clause 13.2 above, Shreno, the First Transferee Company shall defend the same in accordance with the advice of Alembic, the First Demerged Company and at the cost and risk of Alembic, the First Demerged Company, and Alembic, the First Demerged Company shall reimburse and indemnify Shreno, the First Transferee Company against all liabilities and obligations incurred by Shreno, the First Transferee Company in respect thereof. In respect of such defence, Alembic, the First Demerged Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable Shreno, the First Transferee Company to defend the same.

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

13.4.1 Alembic, the First Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of the First Demerged Company for and on its own behalf;

13.4.2 All profits accruing to Alembic, the First Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business of the First Demerged Company shall, for all purposes, be treated as the profits or losses, as the case may be, of Alembic, the First Demerged Company; and

13.4.3 All assets and properties acquired by Alembic, the First Demerged Company in relation to the Remaining Business of the First Demerged Company on and after the Appointed Date shall belong to and continue to remain vested in Alembic, the First Demerged Company.

14. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of the proceedings by or against Shreno, the First Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by Alembic, the First Demerged Company to the end and intent that Shreno, the First Transferee Company accepts and adopts all acts, deeds and things done and executed by Alembic, the First Demerged Company in respect thereto as done and executed on behalf of Shreno, the First Transferee Company.

PART III

15. TRANSFER AND VESTING OF DEMERGED UNDERTAKING 2 TO NIRAYU, THE SECOND TRANSFEREE COMPANY

15.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, Demerged Undertaking 2 of Shreno, the Second Demerged Company as defined in Clause 1.7 thereof, shall pursuant to Sections 230 to 232 of the Act and other relevant provision of the Act and the order of the NCLT sanctioning the Scheme, without any further act, instrument or deed, be transferred to and vested in or deemed to be transferred to and vested in Nirayu, the Second Transferee Company, on a going concern basis, in accordance with Section 2(19AA) of the Income-tax Act, 1961, so as to vest in Nirayu, the Second Transferee Company all the rights, title and interest of Demerged Undertaking 2 therein, subject to the subsisting charges and pledges, if any.

15.2 Without prejudice to the provisions of Clause 15.1, assets and properties of Shreno, the Second Demerged Company relating to Demerged Undertaking 2, upon the coming into effect of this Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act, without any further act or deed or instrument or conveyance for the same shall deemed to be transferred to Nirayu, the Second Transferee Company and shall become the assets and properties of Nirayu, the Second Transferee Company. The order of the NCLT shall for all purposes be treated as the instrument conveying such properties and assets to Nirayu, the Second Transferee Company.

15.3 In respect of assets such as intangible assets, actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities, bodies and customers, Shreno, the Second Demerged Company shall if so required by Nirayu, the Second Transferee Company, issue notices in such form as Nirayu, the Second Transferee Company may deem fit and proper stating that pursuant to the NCLT or such other competent authority having sanctioned this Scheme under Section 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of Shreno, the Second Demerged Company, as the person entitled thereto, to the end and intent that the right of Shreno, the Second Demerged Company to recover or realize the same stands transferred to Nirayu, the Second Transferee Company.

15.4 All immovable properties, if any, (including land, building and any other immovable property) of Demerged Undertaking 2 of Shreno, the Second Demerged Company whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall automatically stand vested in Nirayu, the Second Transferee Company without the requirement of execution of any further documents for registering the name of Nirayu, the Second Transferee Company as the owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, Municipality, etc. may rely on the Scheme along with the order passed by NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of Nirayu, the Second Transferee Company as the owner of the immovable properties. With effect from the Appointed Date, Nirayu, the Second Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. Shreno, the Second Demerged Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to Nirayu, the Second Transferee Company.

15.5 If any asset relating to Demerged Undertaking 2 (including but not limited to any estate, rights, title, interest in or authorities relating to such asset) which Shreno, the Second Demerged Company owns, cannot be transferred to Nirayu, the Second Transferee Company for any reason whatsoever, Shreno, the Second Demerged Company shall, (i) hold such asset in trust for the sole benefit of Nirayu, the Second Transferee Company till the same is transferred and shall hold and deal with the same in accordance with the reasonable instructions as may be given by Nirayu, the Second Transferee Company in that regard; and (ii) make reasonable efforts to transfer such asset to the Second Transferee Company (along with any benefits attached thereto) within the earliest possible period pursuant to the Scheme becoming effective.

15.6 All patents, patent rights applications, trademarks, trade names, knowhow, content, software, manuals, copyrights and other industrial properties and rights of any nature whatsoever and licenses assignments, grants in respect thereof, privileges, liberties, easements, contract advantages, benefits, goodwill, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile and other communication facilities, connections, equipment and installations, utilities, electricity and electronic devices and all other services of every kind, nature and descriptions whatsoever, reserves, provisions, funds, benefit of all agreements, arrangements including but not limited to indemnities/ guarantees given by Shreno, the Second Demerged Company in relation to Demerged Undertaking 2, deposits, advances, recoverable and receivables whether from government, semi-government, local authorities or any other customs etc., benefits of any agreement to sell of immovable properties sold or purchased by Shreno, the Second Demerged Company in relation to Demerged Undertaking 2, and all other rights, interests, claims and powers of every kind, nature and description of and arising to them, cash and bank balances, all earnest monies and/ or deposits including security deposits paid by them, the entire business and benefits and advantages of whatsoever nature and where-so-ever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Shreno, the Second Demerged Company and relatable to Demerged Undertaking 2, stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Nirayu, the Second Transferee Company pursuant to the provisions of Section 232 of the Act so as to become as and from the Appointed Date, the estate, assets, right, title and interests of Nirayu, the Second Transferee Company.

It is hereby clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, Nirayu, the Second Transferee Company shall be entitled to continue and carry on the business of the Engineering Division of Shreno, the Second Demerged Company in the name and style of 'Shreno Engineering, a division of Nirayu' or such other names as may be considered appropriate by it and all such rights, titles or claims relatable thereto, shall stand transferred to and vested in and/ or be deemed to be and stand transferred to and vested in Nirayu, the Second Transferee Company.

15.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, permissions or approvals or consents held by Shreno, the Second Demerged Company required to carry on operations of Demerged Undertaking 2 shall stand transferred to and vested in Nirayu, the Second Transferee Company by virtue of order of NCLT sanctioning the Scheme, and without any further act or deed shall be appropriately mutated by the statutory authorities concerned therewith in favour of Nirayu, the Second Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents, registration or other licenses, and consents shall vest in and become available to Nirayu, the Second Transferee Company pursuant to the Scheme.

15.8 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all income, expenses, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT, as the case may be, and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to and vested in Nirayu, the Second Transferee Company and shall be assumed by Nirayu, the Second Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of Nirayu, the Second Transferee Company on the same terms and conditions as were applicable to Shreno, the Second Demerged Company, and Nirayu, the Second Transferee Company shall meet, discharge and satisfy the liabilities and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

15.9 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the debts, advances, liabilities and obligations pertaining to Demerged Undertaking 2 of Shreno, the Second Demerged Company shall, under the provisions of Sections 230 to 232 of the Act, without any further act or deed shall stand transferred to or be deemed to be transferred to Nirayu, the Second Transferee Company and shall become the debts, liabilities and obligations of Nirayu, the Second Transferee Company which it undertakes to meet, discharge and satisfy and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, advances, liabilities and obligations have arisen in order to give effect to the provisions of this clause.

15.10 In so far as the assets comprised in Demerged Undertaking 2 of Shreno, the Second Demerged Company are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings not relating to Demerged Undertaking 2 shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities, which are not related to Demerged Undertaking 2 of Shreno, the Second Demerged Company. Shreno, the Second Demerged Company may apply to the authorities for release of such assets and for modification of charges and encumbrances created on such assets, if required.

15.11 All taxes (including income tax, sales tax, excise duty, service tax, VAT, CGST, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Shreno, the Second Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 2 before the Appointed Date, shall be on account of Shreno, the Second Demerged Company and, insofar as it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, CGST, IGST, SGST, etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by Shreno, the Second Demerged Company in respect of the profits from activities of Demerged Undertaking 2 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Nirayu, the Second Transferee Company, and shall, in all proceedings, be dealt with accordingly.

15.12 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between or amongst Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company, in so far as it relates to the Demerged Undertaking 2, shall be considered as intra-party transactions for all purposes.

16. CONSIDERATION

16.1 Upon this Scheme becoming effective and in consideration of the Demerger and vesting of Demerged Undertaking 2 into Nirayu, the Second Transferee Company in accordance with this Scheme, Nirayu, the Second Transferee Company shall issue and allot to every member of Shreno, the Second Demerged Company (other than Nirayu, the Second Transferee Company in respect of shares held by it in Shreno, the Second Demerged Company, if any and other than Alembic, the First Demerged Company whose shareholding in Shreno, the First Transferee Company, shall be cancelled upon the Scheme becoming effective, before such allotment) holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in the following manner:

- 1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares of Rs. 100/- each at a premium of Rs 3,050/- per share of Nirayu, the Second Transferee Company for every 1 (One) fully paid up equity share of Rs.100/- each held in Shreno, the Second Demerged Company.

It is expressly clarified that since every member of Alembic, the First Demerged Company (other than Shreno, the First Transferee Company in respect of shares held by it in Alembic, the First Demerged Company) holding fully paid up Equity Shares in Alembic, the First Demerged Company and whose names appear in the register of members on the Record Date shall be issued Shreno Preference Shares under Part II of the Scheme (as above), no further consideration shall be discharged by Nirayu, the Second Transferee Company, under Part III of the Scheme, to such equity shareholders of Alembic, the First Demerged Company, as the same has been adequately factored in the entitlement ratio mentioned in Clause 5.1.

16.2 Notwithstanding anything contained in Clause 16.1 above, in view of the provisions of the Applicable Laws (which does not permit issuance of Redeemable Preference Shares to non-residents shareholders / shareholders who are resident outside India, under automatic route), Nirayu, the Second Transferee Company, subject to the receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, shall issue and allot to every member of Shreno, the Second Demerged Company, being non-resident in India, holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, in consideration of the Demerger, 1 (One) 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares of Rs. 100/- each at a premium of Rs. 3,050/- per share of Nirayu, the Second Transferee Company for every 1 (One) fully paid up equity share of Rs. 100/- each held in Shreno, the Second Demerged Company.

16.3 If the requisite approval of the Appropriate Authority as mentioned in Clause 16.2 is not received, the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India, holding fully paid up Equity Shares in Shreno, the Second Demerged Company and whose names appear in the register of members as on the Record Date, in consideration of the Demerger shall, subject to the receipt of approval of the Appropriate Authority including RBI, and fulfilment of such other conditions including declarations and undertakings as may be required and/or prescribed by the Appropriate Authority under Applicable Laws, receive cash, equivalent to the value of Nirayu Preference Shares proposed to be issued under Clause 16.1.

16.4 If the requisite approval of the Appropriate Authority as mentioned in Clause 16.2 and Clause 16.3 is not received, the Board of Directors of Nirayu, the Second Transferee Company, subject to the approval of the Appropriate Authority, shall appoint a Category – I merchant banker ('Merchant Banker') to act on behalf of and as an agent and trustee of the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India and whose names appear in the register of members on the Record Date, in respect of the Nirayu Preference Shares to be allotted as stated in Clause 16.1, in the manner provided under:

16.4.1 Nirayu, the Second Transferee Company shall issue and allot Nirayu Preference Shares to the Merchant Banker and the Merchant Banker shall, for and behalf of such members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India, receive the aforesaid Nirayu Preference Shares in an on-shore escrow account on such terms and conditions as may be acceptable to the Board of Directors of Nirayu, the Second Transferee Company;

16.4.2 Immediately upon the allotment of the Nirayu Preference Shares to the Merchant Banker, the promoters of the Second Transferee Company and/ or their affiliates or any other person and/or entity identified by them shall purchase the Nirayu Preference Shares, from the Merchant Banker, for and on behalf of the non-resident shareholders / shareholders who are resident outside India, within 30 (thirty) days from the date of allotment of the Nirayu Preference Shares, at the same issue price of Rs. 3,150/- per share as mentioned in Clause 16.1;

16.4.3 Upon receipt of the sale proceeds of the Nirayu Preference Shares pursuant to Clause 16.4.2 above, the Merchant Banker shall distribute such proceeds (net of expenses) to the members of Shreno, the Second Demerged Company being non-resident shareholders / shareholders who are resident outside India within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

16.5 The terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares have been specified in Annexure 2.

16.6 No fractional certificates shall be issued by Nirayu, the Second Transferee Company in respect of fractional entitlements, if any, to any member of Shreno, the Second Demerged Company. The Board of Directors of Nirayu, the Second Transferee Company shall, instead consolidate all such fractional entitlements and thereupon issue and allot Nirayu Preference Shares in lieu thereof to a Director or an Officer of Nirayu, the Second Transferee Company or such other person as Nirayu, the Second Transferee Company shall appoint in this behalf who shall hold the shares in trust on behalf of the members entitled to fractional entitlements with the express understanding that such Director or Officer or person shall sell the same to such person or persons and at such prices as he deems fit, and pay to Nirayu, the Second Transferee Company, the net sale proceeds thereof, whereupon Nirayu, the Second Transferee Company shall distribute such net sale proceeds to the members of such Shreno, the Second Demerged Company in proportion to their respective fractional entitlements. If while consolidating fractional entitlements for allotting share/s to such trustee as aforesaid, there arises any fraction the same shall be ignored.

16.7 Nirayu Preference Shares shall be issued in dematerialized form to those members who are holding equity shares in dematerialized form in Shreno, the Second Demerged Company as on the Record Date by Nirayu, the Second Transferee Company or committee constituted thereof. If Nirayu, the Second Transferee Company is unable to allot Nirayu Preference Shares to any shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), Nirayu, the Second Transferee Company shall issue such shares in trust in a separate escrow/ suspense account to be maintained by Nirayu, the Second Transferee Company for the benefit of such shareholders. Such Nirayu Preference Shares shall be dealt with in accordance with the Applicable Laws and as the Board of Directors of Nirayu, the Second Transferee Company deems fit, including to enable allotment of such Nirayu Preference Shares to the shareholders of Shreno, the Second Demerged Company in proportion to their respective entitlement upon a valid claim being made thereon by the respective shareholder. The unclaimed Nirayu Preference Shares lying in such separate escrow/ suspense account shall be redeemed in accordance with the terms of issue specified in Annexure 2. Upon receipt of the redemption proceeds of the Nirayu Preference Shares, Nirayu, the Second Transferee Company shall distribute such proceeds (net of expenses) to the members of Shreno, the Second Demerged Company being shareholders who have not claimed Nirayu Preference Shares from the separate escrow/ suspense account, after deducting or withholding taxes or duties as may be applicable, in proportion to their entitlements.

16.8 The issue and allotment of Nirayu Preference Shares to the shareholders of Shreno, the Second Demerged Company, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under the Act.

16.9 Upon this Scheme becoming effective, the equity shares held by Shreno, the Second Demerged Company in the equity share capital of Nirayu, the Second Transferee Company shall stand cancelled and Nirayu, the Second Transferee Company shall not be required to issue any shares in lieu of such shares under the Scheme.

16.10 Nirayu, the Second Transferee Company shall and to the extent required, after taking on account Clause 27 of the Scheme, increase its Authorized Share Capital to facilitate the issue of Nirayu Preference Shares as the case may be under this Scheme.

17. ACCOUNTING TREATMENT

ACCOUNTING TREATMENT IN THE BOOKS OF SHRENO, THE SECOND DEMERGED COMPANY

On effectiveness of the Scheme and with effect from the Appointed Date, Shreno, the Second Demerged Company shall account for the transfer and vesting of the Demerged Undertaking 2 in its books of accounts as per the applicable Accounting Standards notified under Section 133 of the Act read with the relevant rules issued thereunder.

ACCOUNTING TREATMENT IN THE BOOKS OF NIRAYU, THE SECOND TRANSFEREE COMPANY

On effectiveness of the Scheme and with effect from the Appointed Date, since the transaction involves entities which are under common control before and after the transaction, Nirayu, the Second Transferee Company shall account for the transfer and vesting of the Demerged Undertaking 2 as per the 'Pooling of interests' in its books of account in accordance with Appendix C 'Business combinations of entities under common control' of the Indian Accounting Standards (Ind AS) 103 for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rules, 2015 and other applicable accounting standards prescribed under the Act.

18. CANCELLATION OF SHARES OF NIRAYU, THE SECOND TRANSFEREE COMPANY HELD BY SHRENO, THE SECOND DEMERGED COMPANY

18.1 Upon the Scheme becoming effective, 59,212 equity shares of Rs. 100/- each of Nirayu, the Second Transferee Company held by Shreno, the Second Demerged Company, forming part of Demerged Undertaking 2, shall without any application or deed, stand cancelled without any payments to Shreno, the Second Demerged Company. This cancellation shall amount to reduction of the Capital of Nirayu, the Second Transferee Company to this limited extent.

18.2 Further since the aforesaid cancellation of the shares is consequential, and a prerequisite under the law and is proposed as an integral part of the Scheme, the same shall be effected as part of the order of the NCLT sanctioning the Scheme. In view of the specific explanation provided to the provisions of Section 230 of the Act, Nirayu, the Second Transferee Company shall not be required to undertake the compliance of Section 66 of the Act.

18.3 In case there is any utilization of the Share Premium Account of Shreno, the Second Demerged Company, due to any reason whatsoever (including but not limited to, for the purpose of giving effect to Clause 17 above), then the same shall be effected as an integral part of this Scheme without having to follow the process under Section 52 read with Section 66 of the Act separately and the order of the NCLT sanctioning the Scheme shall be deemed to be also the order under Section 52 read with Section 66 of the Act for the purpose of the confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and hence the provisions of Section 66 of the Act will not be applicable. Shreno, the Second Demerged Company shall not be required to add words "and reduced" as a suffix to its name consequent upon such reduction.

19. EMPLOYEES

19.1 On the Scheme becoming effective, all staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, as on the Effective Date shall be deemed to have become staff and employees of Nirayu, the Second Transferee Company without any break or interruption in their services, on same terms and conditions of their employment with Shreno, the Second Demerged Company. Nirayu, the Second Transferee Company further agrees that for the purpose of payment of any retirement benefit/ compensation, such immediate uninterrupted past service with Shreno, the Second Demerged Company, as the case may be, shall also be taken into account. Nirayu, the Second Transferee Company undertakes to continue to abide by the terms of agreement/settlement entered into by Shreno, the Second Demerged Company with employees' union/employee or association as the case may be.

19.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, or all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Shreno, the Second Demerged Company in relation to such Fund or Funds shall become those of Nirayu, the Second Transferee Company. It is clarified that Nirayu, the Second Transferee Company shall do all things necessary to apply and obtain registration of Gratuity trust as exempt and shall carry out such steps as may be necessary to register the employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, with the Employee's Provident Fund Organization or any other government provident fund, as per the provisions of applicable regulations and the same shall be binding on all employees. It is clarified that the services of the staff and employees of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, will be treated as having been continuous for the purpose of the said Fund or Funds.

20. LEGAL PROCEEDINGS

20.1 All legal proceedings of whatsoever nature, whether pending or threatened, by or against Shreno, the Second Demerged Company at the Appointed Date and or arising after the Appointed Date till the Effective Date, relating to Demerged Undertaking 2 of Shreno, the Second Demerged Company, as and from the Effective Date, shall be continued and enforced by or against Nirayu, the Second Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against Shreno, the Second Demerged Company.

20.2 After the Appointed Date till the Effective Date, if any proceedings are taken against Shreno, the Second Demerged Company in respect of the matters referred to in Clause 20.1 above, it shall defend the same at the cost of Nirayu, the Second Transferee Company and Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all liabilities and obligations incurred by Shreno, the Second Demerged Company in respect thereof.

20.3 After the Effective Date, if any proceedings are taken or continued against Shreno, the Second Demerged Company in respect of Demerged Undertaking 2 carried on by Nirayu, the Second Transferee Company, Nirayu, the Second Transferee Company shall defend the same at its own cost; and, in respect of Demerged Undertaking 2 carried on by Nirayu, the Second Transferee Company after the Effective Date, Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all liabilities, costs and obligations incurred by Shreno, the Second Demerged Company, if any, in respect thereof.

20.4 Nirayu, the Second Transferee Company undertakes to have all legal or other proceedings initiated by or against Shreno, the Second Demerged Company referred to in Clause 20.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against Nirayu, the Second Transferee Company as the case may be, to the exclusion of Shreno, the Second Demerged Company, after the Effective Date. In the event that Shreno, the Second Demerged Company is required to be joined as a necessary party in any such proceedings, Shreno, the Second Demerged Company shall be added as a necessary party to enable Nirayu, the Second Transferee Company to prosecute / defend such proceedings and Nirayu, the Second Transferee Company shall reimburse and indemnify Shreno, the Second Demerged Company against all costs, liabilities and obligations incurred by Shreno, the Second Demerged Company, if any, in respect thereof.

21. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

21.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature relating to Demerged Undertaking 2 and to which Shreno, the Second Demerged Company are a party or to the benefit of which Shreno, the Second Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, Nirayu, the Second

Transferee Company and may be enforced as fully and effectually as if, instead of Shreno, the Second Demerged Company, Nirayu, the Second Transferee Company had been a party or beneficiary or obligee thereto or there under.

21.2 Without prejudice to the transfer and vesting of Demerged Undertaking 2 to and in Nirayu, the Second Transferee Company, the Second Transferee Company may, at any time after this Scheme becomes effective, if so required or becomes necessary, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations with or in favor of any party to any agreements, contracts, arrangements, understandings, bonds, engagements, deeds and instruments relating to Demerged Undertaking 2. Nirayu, the Second Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Shreno, the Second Demerged Company and to implement or carry out all formalities required on the part of Shreno, the Second Demerged Company to give effect to the provisions of this Scheme.

21.3 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licences, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/ benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent), relating to Demerged Undertaking 2 shall stand transferred to and vested in or shall be deemed to be transferred to and vested in Nirayu, the Second Transferee Company as if the same were originally given or issued to or executed in favor of Nirayu, the Second Transferee Company, and the rights and benefits under the same shall be available to Nirayu, the Second Transferee Company.

21.4 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to Demerged Undertaking 2, which Shreno, the Second Demerged Company owns or to which Shreno, the Second Demerged Company is a party and which cannot be transferred to the Second Transferee Company for any reason whatsoever, Shreno, the Second Demerged Company shall hold such asset or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of Nirayu, the Second Transferee Company, in so far as it is permissible so to do till such time as the transfer is effected.

21.5 In pursuance of the Scheme, Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company shall agree to execute suitable agreements, deeds, affidavits, consent letters, power of attorney, applications and other documents and enter into such arrangements as may be required for giving effect to this Scheme.

22. TAX CREDITS

22.1 The benefit of any tax credits whether central, state or local, availed by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, and the obligations, if any, for payment of the tax on any assets of Shreno, the Second Demerged Company on their erection and/or installation, etc., shall be deemed to have been availed by Nirayu, the Second Transferee Company or as the case may be, deemed to be the obligations of Nirayu, the Second Transferee Company.

22.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, including all or any refunds/credit/MAT credit/claims relating thereto shall be treated as asset/liability or refunds/credit/claims, as the case may be, of Nirayu, the Second Transferee Company.

22.3 Nirayu, the Second Transferee Company and Shreno, the Second Demerged Company are expressly permitted to revise their tax returns including tax deducted at source certificates/returns and to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, as vested with Nirayu, the Second Transferee Company upon coming into effect of this scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

23. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

23.1 With effect from the Appointed Date and up to and including the Effective Date, Shreno, the Second Demerged Company shall carry on the business of Demerged Undertaking 2 with reasonable diligence in the ordinary course of business. Shreno, the Second Demerged Company shall not, without the prior written consent of the Board of Directors of Nirayu, the Second Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of Demerged Undertaking 2 or any part thereof.

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

23.2.1 Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, Nirayu, the Second Transferee Company;

23.2.2 All profits and income accruing or arising to Shreno, the Second Demerged Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), in relation to Demerged Undertaking 2, for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of Nirayu, the Second Transferee Company;

23.2.3 Any rights, powers, authorities or privileges exercised by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be deemed to have been exercised by Shreno, the Second Demerged Company for and on behalf of, and in trust for and as an agent of Nirayu, the Second Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be deemed to have been undertaken for and on behalf of and as an agent for Nirayu, the Second Transferee Company;

23.2.4 All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.) paid or payable by Shreno, the Second Demerged Company in respect of the operations and/or the profits of Demerged Undertaking 2 before the Appointed Date, shall be on account of Shreno, the Second Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, IGST, SGST, GST Compensation Cess, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by Shreno, the Second Demerged Company in respect of the profits or activities or operation of Demerged Undertaking 2 after the Appointed Date, the same shall be deemed to be the corresponding item paid by Nirayu, the Second Transferee Company and, shall, in all proceedings, be dealt with accordingly; and

23.2.5 Shreno, the Second Demerged Company shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees of Demerged Undertaking 2, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of Nirayu, the Second Transferee Company.

23.3 Nirayu, the Second Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which Nirayu, the Second Transferee Company may be required to carry on the business of Demerged Undertaking 2.

24. REMAINING BUSINESS OF THE SECOND DEMERGED COMPANY

24.1 The Remaining Business of the Second Demerged Company and all the assets, liabilities and obligations other than Demerged Undertaking 2 shall continue to belong to and be vested in and be managed by Shreno, the Second Demerged Company.

24.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against Shreno, the Second Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business of the Second Demerged Company (including those relating to any property, right, power, liability, obligation or duties of Shreno, the Second Demerged Company in respect of the Remaining Business of the Second Demerged Company) shall be continued and enforced by or against Shreno, the Second Demerged Company after the Effective Date.

24.3 If proceedings are taken against Nirayu, the Second Transferee Company in respect of the matters referred to in Clause 24.2 above, Nirayu, the Second Transferee Company shall defend the same in accordance with the advice of Shreno, the Second Demerged Company and at the cost and risk of Shreno, the Second Demerged Company, and Shreno, the Second Demerged Company shall reimburse and indemnify Nirayu, the Second Transferee Company against all liabilities and obligations incurred by Nirayu, the Second Transferee Company in respect thereof. In respect of such defence, Shreno, the Second Demerged Company shall extend full and timely cooperation, including providing requisite information, personnel and the like, so as to enable Nirayu, the Second Transferee Company to defend the same.

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

24.4.1 Shreno, the Second Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business of the Second Demerged Company for and on its own behalf;

24.4.2 All profits accruing to Shreno, the Second Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business of the Second Demerged Company shall, for all purposes, be treated as the profits or losses, as the case may be, of Shreno, the Second Demerged Company; and

24.4.3 All assets and properties acquired by Shreno, the Second Demerged Company in relation to the Remaining Business of the Second Demerged Company on and after the Appointed Date shall belong to and continue to remain vested in Shreno, the Second Demerged Company.

25. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 15 above and the continuance of the proceedings by or against Nirayu, the Second Transferee Company under Clause 20 above shall not affect any transaction or proceedings already concluded by Shreno, the Second Demerged Company to the end and intent that Nirayu, the Second Transferee Company accepts and adopts all acts, deeds and things done and executed by Shreno, the Second Demerged Company in respect thereto as done and executed on behalf of Nirayu, the Second Transferee Company.

PART IV

26. REORGANIZATION OF AUTHORIZED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM OF ASSOCIATION OF SHRENO, THE FIRST TRANSFEREE COMPANY

Memorandum of Association:

26.1 **Capital Clause:**

26.1.1 Upon the Scheme coming into effect and from Appointed Date, the authorized share capital of Shreno, the First Transferee Company / Second Demerged Company shall stand amended as under:

i. Out of the total unissued preference share capital of Rs. 180,50,00,000/- (i.e. 45,12,500 preference shares of Rs. 400/- each);

a. The unissued preference share capital of Rs. 100,00,00,000/- (Rupees One Hundred Crore only) shall stand amended from 25,00,000 (Twenty Five Lakh only) preference shares of Rs. 400/- each to 50,00,00,000 (Fifty Crore only) preference shares of Rs. 2/- each; and

b. The balance unissued preference share capital of Rs. 80,50,00,000/- (Rupees Eighty Crore Fifty Lakh only) shall stand transferred to Nirayu, the Second Transferee Company in the form of 80,50,000 (Eighty Lakh Fifty Thousand only) preference shares of Rs. 100/- each (as mentioned in clause 27.1.1).

Pursuant to the Scheme becoming effective, the authorized share capital of Shreno, the First Transferee Company / Second Demerged Company will be as under:

Particulars	**Amount (Rs.)**
Authorised Capital	
59,50,000 Equity Shares of Rs. 100/- each 50,00,00,000 Preference Shares of Rs. 2/- each	59,50,00,000 100,00,00,000
Total	**159,50,00,000**

26.1.2 Clause V of the Memorandum of Association of Shreno, the First Transferee Company / Second Demerged Company relating to the authorized share capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and be amended accordingly.

It is clarified that the approval of the members of Shreno, the First Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of Shreno, the First Transferee Company as may be required under the Act.

27. REORGANIZATION OF AUTHORISED CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF NIRAYU, THE SECOND TRANFEREE COMPANY

Memorandum of Association

27.1 **Capital Clause**:

27.1.1 Upon the Scheme coming into effect and from Appointed Date, the Authorized Share Capital of Nirayu, the Second Transferee Company shall stand increased by Rs. 80,50,00,000/- (Rupees Eighty Crore and Fifty Lakh only), divided into 80,50,000 (Eighty Lakh Fifty Thousand only) preference shares of Rs. 100/- each, which shall stand transferred from the Authorized Share Capital of Shreno, the Second Demerged Company to Nirayu, the Second Transferee Company, without any further act or deed and without any further payment of the stamp duty or the registration fees and accordingly the Memorandum of Association of Nirayu, the Second Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended.

Pursuant to the Scheme becoming effective the Authorized Share Capital of Nirayu, the Second Transferee Company will be as under:

Particulars	**Amount (Rs.)**
Authorised Capital	
13,80,000 Equity Shares of Rs. 100/- each 1,19,00,000 Preference Shares of Rs. 100/- each	13,80,00,000 119,00,00,000
Total	**132,80,00,000**

27.1.2 Clause V of the Memorandum of Association of Nirayu, the Second Transferee Company relating to the Authorized Share Capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 61 and 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and be amended accordingly.

27.1.3 It is clarified that the approval of the members of Nirayu, the Second Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of Nirayu, the Second Transferee Company as may be required under the Act.

27.2 **Conversion of Nirayu, the Second Transferee Company and Change in Name Clause:**

27.2.1 Upon Scheme being effective and upon the issue of Nirayu Preference Shares by Nirayu, the Second Transferee Company to the shareholders of Shreno, the Second Demerged Company pursuant to Clause 16 hereinabove, Nirayu, the Second Transferee Company shall cease to be a private limited company. Consequently, the name of the Company would change from 'Nirayu Private Limited' to 'Nirayu Limited' and the word 'Private' shall be deleted from the name of the Company. Since this is consequential change and proposed as an integral part of the Scheme, it is clarified that there will be no need to pass a separate resolution as required under Section 13, 18 and other applicable provisions of the Act.

27.2.2 Clause I of the Memorandum of Association of Nirayu, the Second Transferee Company shall be substituted with the following clause:

"I. The name of the Company is Nirayu Limited."

27.2.3 Pursuant to the provisions of Section 14 of the Companies Act, 2013, the Articles of Association of Nirayu, the Second Transferee Company be altered by deleting the existing name of the Company wherever appearing and substituting it with the new name of the Company.

27.3 **Object Clause**:

27.3.1 In order to enable Nirayu, the Second Transferee Company to carry on the activities currently being carried on by Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, upon the Scheme coming into effect and from Appointed Date, the main objects of Shreno, the Second Demerged Company, in relation to Demerged Undertaking 2, shall be added to the Main Objects of Nirayu, the Second Transferee Company and Clause III[A] of the Memorandum of Association of Nirayu, the Second Transferee Company shall stand amended as per Annexure 3.

27.4 Upon the approval of the Scheme by the members of Shreno, the Second Demerged Company and Nirayu, the Second Transferee Company pursuant to Sections 230 to 232 of the Act, it shall be deemed that the members of Nirayu, the Second Transferee Company have also resolved and accorded all relevant consents under Section 13 of the Act or any other provisions of the Act for the commencement of any business or activities currently being carried on by Shreno, the Second Demerged Company in relation to Demerged Undertaking 2, as contained in the object clause of the Memorandum of Association of Nirayu, the Second Transferee Company, to the extent the same may be considered applicable. In particular, Nirayu, the Second Transferee Company would be allowed to commence the new business added as above with effect from the Appointed Date. It is clarified that there will be no need to pass a separate resolution as required under Section 13 of the Act.

28. PRINCIPLE OF SINGLE WINDOW CLEARANCE

Under the accepted principle of single window clearance, it is hereby provided that the above referred amendment in the Memorandum of Association of Shreno, the First Transferee Company / Second Demerged Company and the Memorandum and Articles of Association of Nirayu, the Second Transferee Company, viz. Change in the Capital Clause as mentioned in Clause 27.1 above, Change in Name Clause as mentioned in Clause 27.2 above and Change in Object Clause as mentioned in Clause 27.3 above shall become operative on the scheme being effective, without any further act or deed. The approval granted to the Scheme as a whole by the shareholders of Shreno, the First Transferee Company / Second Demerged Company and by the shareholders of Nirayu, the Second Transferee Company, at their respective meetings, shall amount to their approval to all the above amendments, as envisaged under Sections 13, 14, 18, 55, 61, 62 & 64 of the Act or any other provisions of the Act, as may be applicable and Shreno, the First Transferee Company / Second Demerged Company and Nirayu, the Second Transferee Company shall not be required to pass separate resolutions as required under the Act, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by Nirayu, the Second Transferee Company.

PART – V

29. APPLICATIONS TO NCLT OR OTHER APPROPRIATE AUTHORITIES

29.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall, with all reasonable dispatch, make necessary applications under Sections 230 to 232 of the Act and/or other applicable provisions of the Act to the NCLT or such other Appropriate Authority, where the registered offices of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company are situated, for seeking order for dispensing with or convening, holding and conducting of meeting of the members and/or creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, as may be directed by the NCLT or such other Appropriate Authority for approval of this Scheme and all matters ancillary or incidental thereto.

29.2 On the Scheme being approved by the requisite majorities of the members and/or creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company whether at a meeting or by consents, as prescribed under the law and/or as directed by the NCLT or such other Appropriate Authority, Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall, with all reasonable dispatch, apply to the NCLT, Bench at Ahmedabad for sanctioning of the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the NCLT or such other authority may deem fit for carrying this Scheme into effect.

30. DIVIDENDS

30.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall be entitled to declare and pay dividends to their respective shareholders in respect of the accounting period ending 31st March 2019 consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended / declared only by the mutual consent of the concerned parties.

30.2 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 shareholder of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be at the discretion of the respective Boards of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company, and subject to approval, if required, of the shareholders of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company respectively.

31. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

31.1 Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company will have complete power to take the most sensible interpretation so as to render the Scheme operational.

31.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

32. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

32.1 The Scheme is and shall be conditional upon and subject to the following:

32.1.1 Obtaining no-objection /observation letter from the stock exchanges, where the equity shares of Alembic, the First Demerged Company are listed, in relation to the Scheme under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015;

32.1.2 Approval of the Scheme by requisite majority of each class of shareholders and creditors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company and such classes of persons of the said Companies, if any, as applicable or as may be required under the Act and/or as may be directed by the Tribunal;

32.1.3 Compliance with the other provisions of the SEBI Circular, including seeking approval of the shareholders of Alembic, the First Demerged Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders of Alembic, the First Demerged Company are more that the votes cast by the public shareholders against it as required by the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts Regulation Rules, 1957;

32.1.4 The Scheme being sanctioned by the NCLT under Sections 230 to 232 of the Act; and

32.1.5 Certified or authenticated copy of the final Order of the NCLT, sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act, being filed with the Registrar of Companies, Gujarat at Ahmedabad either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise.

32.2 It is hereby clarified that submission of the Scheme to the Tribunal and to the Appropriate Authorities for their respective approval is without prejudice to all rights, interests, titles or defences that Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company may have under or pursuant to all Applicable Laws.

32.3 On the approval of this Scheme by the shareholders of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company and such other classes of Persons of the said Companies, if any, pursuant to Clause 32.1.2, such shareholders and classes of Persons shall also deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the Demerger and capital reduction set out in this Scheme, related matters and this Scheme itself.

33. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT or such other competent authority and/or Order or Orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company or their respective shareholders or creditors or employees or any other person and save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights, liabilities or obligations which have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

34. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses including stamp duty and registration fee of any deed, document, instrument and/or Order passed by the NCLT including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme, if any (save as expressly otherwise agreed) of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company shall be borne in the manner as may be mutually agreed to between the Board of Directors or persons authorised by the Board of Directors of Alembic, the First Demerged Company, Shreno, the First Transferee Company / the Second Demerged Company and Nirayu, the Second Transferee Company.

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Annexure 1:

Terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares – I or Shreno Preference Shares:

(a) Face value, Issue price and other terms

Shreno Preference Shares issued shall have a face value of Rs. 2/- each and be issued at a premium of Rs. 14.50/- per share. Further, the Shreno Preference Shares to be issued pursuant to the Scheme are not proposed to be listed on any Stock Exchange.

(b) Coupon

Shreno Preference Shares shall subject to the provisions of the Articles of Association of Shreno, the First Transferee Company and the Act confer the holders thereof a right to fixed preferential dividend of 7% per annum on issue price of Rs 16.50/- each in priority to the equity shares. Dividend shall be payable annually by Shreno, the First Transferee Company.

(c) Voting Rights

The holder of Shreno Preference Shares shall have the right to vote in general meeting of Shreno, the First Transferee Company in accordance with Section 47 (2) of the Companies Act 2013.

(d) Redemption

Each Shreno Preference Shares shall be redeemable at a premium of Rs 14.50/- per share i.e. Rs. 16.50/- per share, redeemed in one or more tranche anytime on or before the expiry of 5 years from the date of allotment.

Provided that the Shreno Preference shares held by the Small Shareholders shall be redeemed any time, at the discretion of Shreno, the First Transferee Company, on or before the expiry of 2 years from the date of allotment.

Provided further that non-promoter public shareholders shall be given first preference in redemption of Shreno Preference Shares.

Provided further that, in case Shreno Preference Shares are not redeemed by Shreno, the First Transferee Company within the aforesaid period of 2 or 5 years, as the case may be, Nirayu, the Second Transferee Company, being the holding company of Shreno, the First Transferee Company, shall purchase such shares from the non-promoter public shareholders at a value equivalent to the redemption price of Rs. 16.50/- per share and arrears of dividend accumulated over the tenure, if any.

(e) Winding-up

In the event of winding up of Shreno, the First Transferee Company, the holders of Shreno Preference Shares shall have a right to receive the issue price, i.e. Rs. 16.50/- per share and arrears of dividend, whether declared or not, up to the commencement of winding up, in priority to any paid-up capital on the equity shares out of the surplus but shall not have any further rights to participate in the profits of the assets of Shreno, the First Transferee Company.

Annexure 2:

Terms of issue of 7% Non-Convertible Cumulative Redeemable Preference Shares - II or Nirayu Preference Shares:

(a) Face value, Issue price and other terms

Nirayu Preference Shares issued shall have a face value of Rs. 100/- each and be issued at a premium of Rs. 3,050/- per share. Further, the Nirayu Preference Shares to be issued pursuant to the Scheme are not proposed to be listed on any Stock Exchange.

(b) Coupon

Nirayu Preference Shares shall subject to the provisions of the Articles of Association of Nirayu, the Second Transferee Company and the Act confer the holders thereof a right to fixed preferential dividend of 7% per annum on issue price of Rs. 3,150/- per share each, in priority to the equity shares. Dividend shall be payable annually by Nirayu, the Second Transferee Company.

(c) Voting Rights

The holder of Nirayu Preference Shares shall have the right to vote in general meeting of Shreno, the First Transferee Company in accordance with Section 47 (2) of the Companies Act 2013.

(d) Redemption

Each Nirayu Preference Shares shall be redeemable at a premium of Rs. 3,050/- per share i.e. Rs. 3,150/- per share, redeemed in one or more tranche anytime on or before the expiry of 5 years from the date of allotment.

Provided that the Nirayu Preference shares held by the Small Shareholders shall be redeemed any time, at the discretion of Nirayu, the Second Transferee Company, on or before the expiry of 2 years from the date of allotment.

Provided that non-promoter public shareholders shall be given first preference in redemption of Nirayu Preference Shares.

Provided further that, in case Nirayu Preference Shares are not redeemed by Nirayu, the Second Transferee Company within the aforesaid period of 2 or 5 years, as the case may be, the promoters of Nirayu, the Second Transferee Company, shall purchase such shares from the non-promoter public shareholders at a price equivalent to the redemption price of Rs. 3,150/- per share and arrears of dividend accumulated over the tenure, if any.

(e) Winding-up

In the event of winding up of Nirayu, the Second Transferee Company, the holders of Nirayu Preference Shares shall have a right to receive the issue price, i.e. Rs. 3,150/- per share and arrears of dividend, whether declared or not, up to the commencement of winding up, in priority to any paid-up capital on the equity shares out of the surplus but shall not have any further rights to participate in the profits of the assets of Nirayu, the Second Transferee Company.

Annexure 3:

Objects Clause of the Second Demerged Company pertaining to the Demerged Undertaking 2:

In Clause III (A) of the existing Memorandum of Association of the Company, after sub-clause 1, the following clauses shall be inserted as clause 1A, 1B & 1C respectively:

1A. To carry on the business as Mechanical Engineers, Electrical Engineers, Chemical Engineers, General Engineers and Contractors, to take up various types of Engineering works and to deal in all kinds of Engineering products as well as to establish workshops and to undertake and carry on work of design, patterns, castings, moulds and moulds equipments, fabrication and manufacture of equipments and to work as die makers.

1B. To fabricate and manufacture equipments and machinery for various industries such as pharmaceutical, heavy chemicals, glass manufacturing and petrochemical industries, other machinery, tool makers, brass founders, metal workers, boiler-makers, iron and steel converters, etc.

1C. To buy, sell, manufacture, repair, convert, alter, let on hire and deal in all kinds of plants, conveyor plants, mechanical handling equipments, automation equipments, factory auxillary equipments, precision instruments, machinery appliances, machine tools, apparatus, accessories, machine appliances, machine parts, electroplated goods and in machinery, components parts. Accessories and fittings of all kinds and all articles and things used in or capable of being used, in connection with the manufacture, maintenance and working thereof, implements, rolling stock and hardware of all kinds.

Annexure 4:

Details of the land parcel on which the demerged residential real estate project is situated:

All that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chhani, Taluka: Chhani, District: Vadodara, bearing Survey No. 256/2, part admeasuring approx. 4,500 square meters comprised in Town Planning Scheme No. 13 by Final Plot No. 78, Plot no-2, Vadodara, 390024 the said land is bounded as follows:-

On or towards East by	:	40.mt wide Ahmedabad-Vadodara Main Road.
On or towards West by	:	F.P. No 78 Plot no-1
On or towards North by	:	18.mt T.P.Road
On or towards South by	:	F.P. No. 78 Plot no-1

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Annexure 2

CHATURVEDI & SHAH
Chartered Accountants

Valuation Report

Composite Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private Limited and their respective shareholders

3rd November 2018

Head Office: 714-715, Tulsiani Chambers, 212, Nariman Point, Mumbai - 400 021, India. Tel.: +91 22 3021 8500 • Fax : +91 22 3021 8595
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CHATURVEDI & SHAH
Chartered Accountants

The Board of Directors
Alembic Limited
Alembic Road,
Vadodra-390003,
Gujarat.

The Board of Directors
Shreno Limited
Alembic Road,
Vadodra-390003,
Gujarat.

Date: 3rd November 2018

Dear Sir,

Sub : Recommendation of Share Entitlement Ratio pursuant to the Composite Scheme of Arrangement between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders

Chaturvedi & Shah ("We" or "the Valuer" or "us" or "C&S"), as per our engagement letter dated September 18, 2018, have been appointed by the Management of Alembic Limited ("the First Demerged Company" or "Alembic") and Shreno Limited ("the First Transferee Company" or "the Second Demerged Company" or "Shreno") (Collectively referred to as "Companies") for recommending the Share Entitlement Ratio in this report ("Report") for the proposed demerger of the Identified Real Estate Undertaking ("Demerged Undertaking 1") of Alembic, the First Demerged Company into Shreno, the First Transferee Company ("Proposed Transaction"), as on 1st November 2018 ("Valuation Date") required for the purpose of the Proposed Transaction pursuant to a Composite Scheme of Arrangement under Section 230 to 232 read with Section 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 ("Scheme"). The Appointed Date for the Scheme is 1st November 2018.

All information in this report with respect to the valuation subject has been obtained by us from you / your authorized personnel only. We are responsible only to the Companies engaging us and nobody else. We understand that the contents of our report have been reviewed in detail by the Management and that you agree with the contents of this report (especially fact based). We would like to represent that we do not have any conflict of interest or interest in Companies.

If you have any questions or require additional information, please do feel free to contact us.

For **Chaturvedi & Shah**
Chartered Accountants, Mumbai

CHATURVEDI & SHAH MUMBAI CHARTERED ACCOUNTANTS

Amit Chaturvedi
Partner
Membership No: 103141
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i. **Alembic Limited**

- Alembic was originally incorporated as Alembic Chemical Works Company Limited on 30th July, 1907 under the Indian Companies Act, VI of 1882 in the State of Gujarat. The name was changed to Alembic Limited from 31.05.1999 pursuant to the fresh certificate of incorporation obtained from the Registrar of Companies, Gujarat (CIN L26100GJ1907PLC000033)
- Alembic is a company listed on BSE Limited and National Stock Exchange of India Limited and having its registered office at Alembic Road, Vadodara, Gujarat - 390003.
- It is, inter alia, engaged in the business of manufacturing and trading of active pharmaceutical ingredients and real estate development.
- Capital structure as on 30th September, 2018 is as follows:

Share Capital	Rupees
Authorized Share Capital	
30,00,00,000 Equity Shares of Rs. 2/- each	60,00,00,000
Issued, subscribed and paid-up Share Capital	
25,67,81,828 Equity Shares of Rs. 2/- each fully paid up	51,35,63,656
Total	**51,35,63,656**

There is no change in the capital structure after the aforesaid date.

ii. **Shreno Limited**

- Shreno was originally incorporated under the Companies Act, 1913 on 19th December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited.
- Shreno, pursuant to and as part of the scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon'ble High Court of Gujarat vide its order dated 21st July 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation dated 19th September, 2006 (CIN U26100GJ1944PLC000345).
- The Registered Office of Shreno, is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat.
- It is, inter alia, engaged in the business of manufacturing and trading of glassware items, machinery & equipment required for various industries, making investments and real estate development.
- Capital structure as on 30th September, 2018 is as follows:

Share Capital	Rupees
Authorized Share Capital	
59,50,000 Equity Shares of Rs. 100/- each	59,50,00,000

Share Capital	Rupees
45,12,500 Preference Shares of Rs. 400/- each	180,50,00,000
Total	**240,00,00,000**
Issued, subscribed and paid-up Share Capital	
59,48,298 Equity Shares of Rs. 100/- each fully paid up	59,48,29,800
Total	**59,48,29,800**

There is no change in the capital structure after the aforesaid date.

iii. Proposed Transaction

We understand the management of the Companies are contemplating a Composite Scheme of Arrangement ("Scheme") whereby
(1) Part 1 of the Scheme provides for the demerger of the Identified Real Estate Undertaking of Alembic into Shreno,; and
(2) Part 2 of the Scheme provides for the demerger of the Engineering Division and Investment Division of Shreno into Nirayu Private Limited
This Report deals with Part 1 of the Scheme. The following are the relevant extracts of the Scheme which relate to this Report:

- The Appointed Date of the Scheme is November 1, 2018;
- As a consideration for the Proposed Transaction, equity shareholders of Alembic, would be issued 7% Non-Convertible Cumulative Redeemable Preference Shares ("Preference Shares") in Shreno. The terms of issue of such Preference Shares have been given in detail in Annexure 1 of the draft of the Scheme provided to us. Share Entitlement Ratio for this Report refers to the number and value at which Preference Shares of Shreno would be issued to the equity shareholders of Alembic.

The scope of our services is to conduct valuation in accordance with generally accepted professional standards for the purpose of Proposed Transaction.

This report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed in this Report. As such, the Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

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Information Sources

For the purposes of undertaking this Valuation exercise, we have relied on the following sources of information and documents:

- Management Certified financial statements of Shreno as on 30th June, 2018;
- Shareholding pattern of Alembic and Shreno as on 30th June, 2018 and 30th September 2018;
- Audited Financial statements of Alembic and Shreno for FY 2017-18;
- Financial Projections of Shreno for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23;
- Financial Projections of Identified Real Estate Undertaking for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23;
- Financial Projections of Shreno for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23;
- Management Certified financial statements Nirayu Private Limited as on 30th June, 2018;
- Audited Financial statements of Nirayu Private Limited for FY 2017-18;
- Valuation reports of M/s. Kanti Karamsey & Co. Advisors LLP for valuation of immovable properties;
- Draft Scheme;
- Write up on brief overview of the Companies and its operations;
- Discussion with Management including Management Representation Letter dated 31st October, 2018.

The Companies have been provided with the opportunity to review the draft Report (excluding the recommended Share Entitlement Ratio) as part of our standard practice to make sure that factual inaccuracies /omissions are avoided in our final Report.

CHATURVEDI & SHAH MUMBAI CHARTERED ACCOUNTANTS

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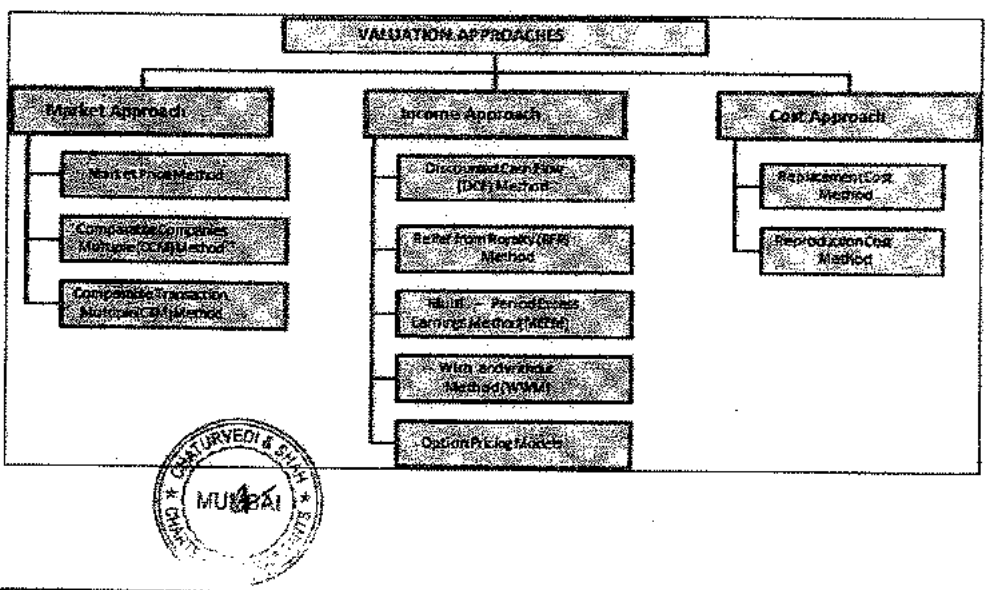
- The Institute of Chartered Accountants of India (ICAI) has notified 8 valuations standards known as the Indian Valuation Standards (IVS) and some of them draw parallels from the International Valuation Standards. Valuers have to mandatorily comply with the IVS for valuation engagements as required under Section 247 of the Companies Act, 2013. The IVS contain the framework and principals for undertaking a valuation assignment – its bases, methods & process.

a) Valuation Bases

- IVS 102 defines the Valuation Bases and prescribes the corresponding fundamental assumptions on which valuation will be based and provides the premises of values.
- IVS 102 provides three valuation bases which are required to be chosen by the Valuer considering the terms and purpose of the valuation engagement
    - **Fair value**: Price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date.
    - **Participant specific value**: Estimated value of an asset or liability after considering the advantages and disadvantages that may arise to the owner, identified participant or identified acquirer.
    - **Premise of Value**: The logic behind the current and future use of the asset. Some common premises of value are; highest-and-best-use, as-is-where-is, going concern value, orderly liquidation and forced transaction.

b) Valuation Methodologies

The IVS provides for following main valuation methods:



- **Market Approach**

  Market approach is a valuation approach that uses prices and other relevant information generated by market transactions involving identical or comparable (i.e., similar) assets, liabilities or a group of assets and liabilities, such as a business.

  - **Market Price Method**

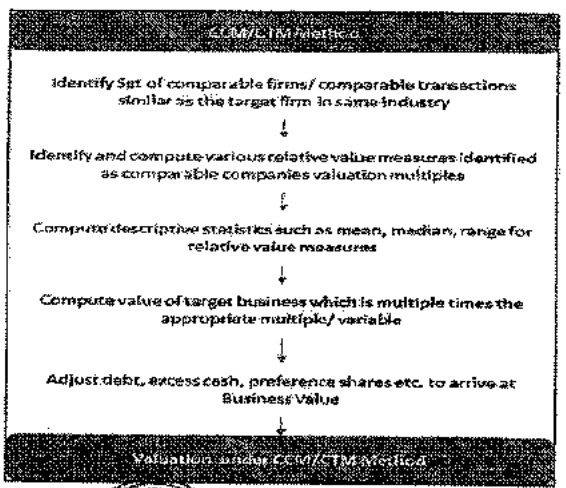
    Under this method, the market price of an equity share of the company as quoted on a recognized stock exchange is normally considered as the fair value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded. The market value generally reflects the investor's perception about the true worth of the company.

  - **Comparable Companies Multiples (CCM) Method**

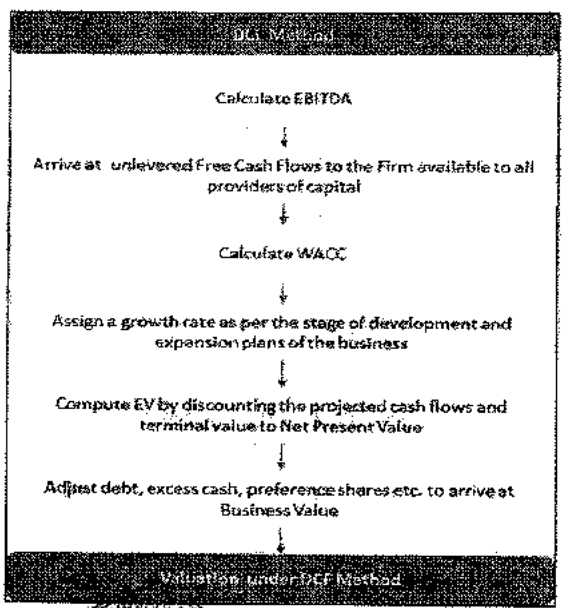
    The value is determined on the basis of the multiples derived from valuations of comparable companies, as manifest in the stock market valuations of listed companies. This valuation is based on principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

  - **Comparable Transactions Multiples (CTM) Method**

    Under CTM Method, the value is determined on the basis of multiples derived from valuations of similar transactions in the industry. Relevant multiples need to be chosen carefully and adjusted for differences between circumstances.



- **Income Approach**
  - **Discounted Cashflow Approach ("DCF")**
    - DCF Approach is widely used for valuation under 'Going Concern' basis. It focuses on the income generated by the company in the past as well as its future earning capability.
    - Under the DCF method, the business is valued by discounting its free cash flows for the explicit forecast period and the perpetuity value thereafter. The free cash flows in the explicit period and those in perpetuity are discounted by Weighted Average Cost of Capital (WACC). The WACC, based on an optimal vis-à-vis actual capital structure, is an appropriate rate of discount to calculate the present value of future cash flows as it considers debt-equity risk by incorporating debt-equity ratio of the firm.
    - The perpetuity (terminal value) is calculated based on the business potential for further growth beyond the explicit forecast period. The "Constant Growth Model" is applied, which implies an expected constant level of growth for perpetuity in the cash flows over the last year of forecast period.
    - The discounting factor reflects not only the time value of money, but also the risk associated with the future business operations. The Enterprise Value (aggregate of present value of explicit period and terminal period cash flows) so derived, is further reduced by value of debt, if any, (net of cash and cash equivalents) to arrive at value to the owners of business.



- **Cost Approach**

  Cost approach is a valuation approach that reflects the amount that would be required currently to replace the service capacity of an asset (often referred to as current replacement cost).

  - **Replacement Cost Method**
    - Replacement Cost Method, also known as 'Depreciated Replacement Cost Method' involves valuing an asset based on the cost that a market participant shall have to incur to recreate an asset with substantially the same utility (comparable utility) as that of the asset to be valued, adjusted for obsolescence.

  - **Reproduction Cost Method**
    - Reproduction Cost Method involves valuing an asset based on the cost that a market participant shall have to incur to recreate a replica of the asset to be valued, adjusted for obsolescence.

When evaluating an appraisal engagement there are generally two different types of companies:

- **an operating company**, which is in business primarily to derive profits through the offering of some product or service, or
- **a holding company**, which is usually established to derive profits primarily through the holding of assets for investment purposes.

In certain situations where an operating company is asset-intensive or has operating income that is consistently less than the value of the assets that it holds, we evaluate the company based more on the value of its assets than on the value of its operating income.

A holding company typically does not have ongoing operations other than the retention and management of assets in anticipation of future sale or trade. These assets often consist of cash, marketable securities, equipment, and real estate. The valuation of these companies usually relies significantly upon the asset approach, which estimates business value based upon the market value of the underlying assets rather than upon the income producing capacity of the company or the market values of similarly situated and comparable companies.

One of the typical appraisal methods under the asset approach involves determining net asset value, which can be represented as the market value of company assets net of liabilities.

Valuation discounts typically relate to either the lack of control or lack of marketability inherent in an equity interest. While these discounts are usually considered in many business appraisals, the determination of these values differs, sometimes significantly, depending upon whether a company is valued as an operating company or as a holding company.

For an operating company, the company being valued is assumed to continue to operate for the foreseeable future. Due to its scientific and holistic approach, DCF method is typically considered as the most appropriate. The DCF method is used when:

- There is reasonable business viability and business operations are expected to be ongoing in the medium term. DCF method is the most appropriate method when business is viable and cash flows can be projected with reasonable certainty.
- Financial Projections and other inputs and assumptions are adequately available for valuation.

Valuation Analysis/Approach

The valuation exercise involves selecting a method suitable for the purpose of valuation, by exercise of judgment by the valuer, based on the facts and circumstances as applicable to the business of the company to be valued.

As mentioned earlier, the present valuation exercise is being undertaken in order to derive the Share Entitlement Ratio for the Proposed Transaction.

In the case on hand, the engagement includes valuation of operating companies as well as holding companies and also includes the cross holding between them.

Hence, the following valuation approach has been adopted:

- For valuation of any unlisted Cash Generating Unit / operating business, the valuation has been arrived by applying DCF method;
- For investment in unlisted non-operating companies, we have carried out the valuation on realizable net asset value basis, derived from the fair valuation of the underlying assets and liabilities.
- For investment in listed securities, we carried out the valuation as per SEBI (Issue of Capital and Disclosure Requirements) Regulations.
- For valuation of any land and property, we have relied on fair market value of the asset based on reports of experts.
- For investment in any holding companies, we have carried out sum of the parts valuation of the assets and liabilities basis the above methodology.

Considering the coupon rate, terms of redemption and the current market value of similar instruments, we are of the view that the value of the Preference Shares is equal to its issue price per share (viz. Face value of Rs 2/- issued at a premium of Rs 14.37/- per share)

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Valuation Conclusion – Share Entitlement Ratio

The Share Entitlement Ratio is based on the valuation methodologies explained herein earlier and various qualitative factors relevant to Identified Real Estate Undertaking and the business dynamics and growth potential of the business of Identified Real Estate Undertaking, having regard to key underlying assumptions and limitations.

Based on the above, and on the consideration of all the relevant factors and circumstances as discussed and outlined herein above, we recommend the following Share Entitlement Ratio (as elaborated in Annexure 1):

- 1 (One) 7% Non-Convertible Cumulative Redeemable Preference Shares of Rs. 2/- each at premium of Rs. 14.37/- per share of Shreno for every 1 (One) fully paid up equity share of Rs. 2/- each held in Alembic.

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Scope, Assumptions, Exclusions Limitations and Disclaimers

- Valuation analysis and results are specific to the purpose of valuation mentioned in this Report as per agreed terms of our engagement. It may not be valid for any other purpose or as at any other date. Also, it may not be valid if done on behalf of any other entity.
- The determination of Share Entitlement Ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on exercise of individual judgment. While, we have provided our recommendation of the Share Entitlement Ratio based on the information available to us and within scope of our Engagement, others may have a different opinion. The final responsibility for the determination of the Share Entitlement Ratio be with the Board of Directors of the Companies who should take into account other factors such as their own assessment of the Proposed Transaction and input of other advisors.
- This Report does not look into the business/ commercial reasons behind the Proposed Transaction nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of the Proposed Transaction as compared with any other alternative business transaction or other alternatives or whether or not such alternatives could be achieved or are available
- No investigation / inspection of the Companies claim to tiltle of assets has been made for the purpose of this Report and the Companies claim to such rights has been assumed to be valid.
- This Report does not in any manner address the prices at which equity shares of Alembic will trade following announcement of the Proposed Transaction and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders meeting(s) to be held in connection with the Proposed Transaction.
- We owe responsibility to only the Client that has retained us and nobody else. We do not accept any liability to any third party in relation to the issue of this valuation report.
- We have relied on information as provided to us. We assume no responsibility for the accuracy and completeness of information and will not be held liable for it under any circumstances. We have not conducted an audit, or due diligence, or reviewed / validated the projections / financial data provided by the Management.
- We assume that the Management has brought to our attention all material transactions, events or any other factors having an impact on the valuations.
- Our analysis is based on the market conditions and the regulatory environment that currently exists. However, changes to the same in the future could impact the company and the industry it operates in, which may impact our valuation analysis.
- Neither we nor any of our affiliates are responsible for updating this report because of events or transactions occurring subsequent to the date of this report.

- The valuation analysis and result relies upon the information substantively contained herein and which inter alia has been provided by you.
- It is our understanding that the results of our valuation will be used by Management for the Proposed Transaction only. Our valuation report cannot be used for any other purpose.

Annexure 1

The Computation of Fair Share Entitlement Ratio as derived by us, is given below:

Valuation Approach	Identified Real Estate Undertaking of Alembic Limited		Equity Shares of Shreno Limited	
	Value per Share	Weight	Value per Share	Weight
Asset Approach	16.37	100%	N.A.	-
Income Approach	N.A.	-	N.A.	-
Market Approach	N.A.	-	N.A.	-
Relative Value per Share	16.37	**100%**		
Share Entitlement Ratio			1:1	

N.A. = Not Applicable / Not Adopted

Notes:

1. We have done a sum-of-the-parts valuation of the Identified Real Estate Undertaking by adopting a mix of approaches for the purpose of valuation. Cost / Asset approach has been used for investments and real estate at their fair values and Income approach has been used for businesses which have future cash flows. However, since the composition of the Cost / Asset approach is significantly higher than the Income approach, we have classified the valuation entirely under the Asset Approach.
2. The Market Approach is not applicable since we are valuing the Demerged Undertaking 1 of Alembic, which is unlisted and further comparable multiples for the Demerged Undertaking 1 will be difficult to derive due to the unique nature of the Demerged Undertaking 1
3. We have not valued the equity shares of Shreno as under the proposed Scheme, 7% Non-Convertible Cumulative Redeemable Preference Shares ("Preference Shares") of Shreno are being issued instead of equity shares.

SHARE ENTITLEMENT RATIO

1 (One) 7% Non-Convertible Cumulative Redeemable Preference Shares of Rs. 2/- each at premium of Rs. 14.37/- per share of Shreno, for every 1 (One) fully paid up equity share of Rs. 2/- each held in Alembic.

CHATURVEDI & SHAH MUMBAI CHARTERED ACCOUNTANTS

FEDEX SECURITIES LIMITED

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Vile Parle (East), Mumbai 400 099.
Tel : 2613 6460-61 T/F: 2618 6966
E-mail: fedex@fedsec.in •www.fedsec.in
CIN : U67120MH1996PLC102140

Strictly Private & Confidential

The Board of Directors,
Alembic Limited
Alembic Road, Vadodara,
Gujarat – 390 003

Dear Members of the Board:

Engagement Background

We understand that the Board of Directors of Alembic Limited (**"Alembic"** or "the **Company"** or **"First Demerged Company"**) is proposing to undertake demerger of the Identified Real Estate Undertaking (as defined in the Scheme), including the investments in shares and other securities, if any, held by Alembic pertaining to the Identified Real Estate Undertaking (hereinafter referred to as **"Demerged Undertaking 1"**) into Shreno Limited (**"Shreno" or "First Transferee Company"**) and the demerger of Engineering Division and Investment Division (as defined in the Scheme) of Shreno into Nirayu Private Limited (**"Nirayu"** or **"Second Transferee Company"**) pursuant to a Composite Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private Limited and their respective Shareholders under Sections 230-232 read with Section 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules made thereunder, as may be applicable (**"Scheme"**).

Alembic Limited, Shreno Limited and Nirayu Private Limited has jointly appointed Chaturvedi & Shah, Chartered Accountants (**"CA Firm"** or the **"Valuer"**) to prepare a report (**"Valuation Report"** / **"Share Entitlement Report"**) and recommend the fair value of the Demerged Undertaking 1 and consequently the share entitlement ratio. As per the Valuation Report dated 3rd November, 2018, the Valuer has recommended the fair value of the Demerged Undertaking 1 and has therefore recommended the share entitlement ratio as follows:

> *"1 (one) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares of Rs. 2/- each at a premium of Rs. 14.37/- per share of Shreno, the First Transferee Company for every 1 (one) fully paid up equity shares of Rs. 2/- each held in Alembic, the First Demerged Company". **

** the term 7% Non-Convertible Cumulative Redeemable Preference Shares - I or Shreno Preference Shares is defined in the Scheme*

FEDEX SECURITIES LIMITED MUMBAI

In connection with the aforesaid, you requested our Fairness Opinion (the "Opinion") as of the date hereof, as to the fairness of the Share Entitlement Ratio to the Equity Shareholders of Alembic. The scope of this Opinion includes commenting on the fairness of the Share Entitlement Ratio recommended by the Valuer and not on the fairness or the economic rationale of the Scheme per se or the valuation methods used by the Valuer or the historical and projected financial statements relied upon for the same by the Valuer.

This Opinion is addressed to the Board of Directors of the Company. Further, this Opinion is subject to the scope, limitations, assumptions, exclusions and disclaimers detailed herein. This Opinion has been issued as per the requirements of Securities & Exchange Board of India ("SEBI") circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with SEBI circular no. CFD/DIL3/CIR/2018/2 dated January 3, 2018 (together referred to as **"SEBI Circulars"**) read with applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"Listing Regulations"**) as amended from time to time. As such the Opinion is to be read in totality, not in parts and in conjunction with the relevant documents referred to herein. This Opinion has been issued only for the purpose of facilitating the Scheme in terms of the abovementioned SEBI Circulars and should not be used for any other purpose.

Company Background

Alembic, was originally incorporated as Alembic Chemical Works Company Limited on 30th July, 1907 under the Indian Companies Act, VI of 1882 in the State of Gujarat. The name of Alembic was changed to Alembic Limited w.e.f. 31st May, 1999 pursuant to the fresh certificate of incorporation obtained from the Registrar of Companies, Gujarat (CIN L26100GJ1907PLC000033). The Registered Office of Alembic is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat.

Alembic is engaged in the business of manufacturing and trading of active pharmaceutical ingredients and real estate development of residential and commercial construction, holding of land, sale and leasing of properties, project management and marketing consultancy. The equity shares of Alembic are listed on BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE').

Shreno, was originally incorporated under the Companies Act, 1913 on 19th December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited. Pursuant to an earlier scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon'ble High Court of Gujarat vide its order dated 21st July 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation dated 19th September, 2006 (CIN U26100GJ1944PLC000345). The Registered Office of Shreno is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat.

Shreno, is engaged in the business of manufacturing and trading of machinery & equipment required for various industries, manufacturing and trading of glassware items, making investments and real estate development. Broadly, the business can be classified into Engineering Division, Glass Division, Investment Division and Real Estate Division. The equity shares of Shreno are not listed.

Nirayu, was incorporated on 17th November 1971 under the provisions of Companies Act, 1956 in the State of Karnataka. The Registered Office of Nirayu was shifted to the State of Gujarat vide order passed by the Hon'ble Regional Director (SER) Hyderabad vide its Order dated 22nd June 2017 (CIN U51909GJ1971PTC098778). At present, the Registered Office of Nirayu is situated at FF-54, Avishkar Complex, Old Padra Road, Vadodara – 390015 in the State of Gujarat.

Nirayu, is currently holding investments in shares and securities of various entities. Its shares are not listed.

Alembic, Shreno and Nirayu are group companies and controlled by the same promoters.

Brief Background of the Proposed Scheme

The Scheme provides for demerger of the Demerged Undertaking 1 of Alembic Limited (**"Alembic"** or **"Company"** or **"First Demerged Company"**) into Shreno Limited (**"Shreno"** or **"First Transferee Company"** or **"Second Demerged Company"**) and the demerger of the Demerged Undertaking 2 of Shreno into Nirayu Private Limited (**"Nirayu"** or **"Second Transferee Company"**). Upon the effective date of the Scheme, pursuant to the demerger of the Demerged Undertaking 1 into Shreno as contemplated in the Scheme, Shreno will issue 7% Non-Convertible Redeemable Cumulative Preference Shares to the shareholders (as on the Record Date) of Alembic. The terms of the 7% Non-Convertible Redeemable Cumulative Preference Shares as per mentioned in draft of the Scheme provided to us at **Annexure 1.**

Further, the 7% Non-Convertible Redeemable Cumulative Preference Shares so issued would not be listed on any recognized Stock Exchange in India (i.e. BSE and NSE).

Source of Information

In arriving at the Opinion set forth below, we have relied upon the accuracy and completeness of all information and documents provided to us by the Company and/or their other advisors, including:

1. Valuation Report dated 3rd November, 2018 prepared by the Valuer (a draft was shared with us before issuance of the final Valuation Report);
2. Draft Composite Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private and their respective shareholders (**"Scheme"**);
3. Memorandum & Articles of Association of Alembic and Shreno;
4. The current shareholding pattern of Alembic, Shreno, Nirayu Private Limited, Rakshak Services Private Limited, Shreno Publications Limited, Viramya Packlight LLP and Paushak Limited (Nirayu Private Limited, Rakshak Services Private Limited, Shreno Publications Limited, Viramya Packlight LLP and Paushak Limited herein after collectively referred to as **"Related Entities"**);
5. Audited financial statements of Alembic, Shreno and Related Entities for FY 2017-18;
6. Management certified provisional financial statements of Alembic for the 3 months period ending 30 June 2018;
7. Management certified position of assets and liabilities of Alembic, Shreno and Related Entities as on 30 June 2018;

8. Management projections of Demerged Undertaking 1, Shreno, Shreno Publications Limited and Rakshak Services Private Limited for FY 2018-19 to FY 2022-23; and
9. Necessary explanations, information and representations provided by the management of the Company and/or its advisors.

Distribution of this Fairness Opinion

The Fairness Opinion is addressed to the Board of Directors of Company (in its capacity as such) solely for the purpose of providing them with an independent opinion on the fairness of the Share Entitlement Ratio as determined by the Valuer and for the purpose of submission to the Stock Exchanges, National Company Law Tribunal along with the petition for the Draft Scheme and such other regulatory authorities under Listing Regulations, SEBI Circular and /or Companies Act, 2013. The Fairness Opinion shall not be disclosed or referred to publicly or to any third party, other than as required by Indian law (in which case you would provide us a prior written intimation) without our prior written consent. The Fairness Opinion should be read in totality and not in parts. Further, this Fairness Opinion should not be used or quoted for any purpose. If this Fairness Opinion is used by any person other than to whom it is addressed or for any purpose other than the purpose stated hereinabove, then we will not be liable for any consequences thereof. Neither this Opinion nor its contents may be referred to quoted to/by any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties. The receipt of this Opinion by any person is not to be taken as constituting the giving of investment opinion by us to any such person, not to constitute such person our client.

In no circumstances however, will Fedex or its directors, officers, employees and controlling persons of Fedex accept any responsibility or liability including any pecuniary or financial liability to any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties.

Conclusion

Based on our examination of the Valuation Report, such other information / undertakings / representations provided to us by the Company and our independent analysis and evaluation of such information and subject to the scope limitations as mentioned herein Annexure 1 and to the best of our knowledge and belief, we are of the opinion that the Share Entitlement Ratio is fair for the shareholders of the Company.

Yours truly,

For **Fedex Securities Limited**

Authorised Signatory

Date: 03 November 2018

FEDEX SECURITIES LIMITED MUMBAI

Limitation of Scope and Review

Our Opinion and analysis are limited to the extent of review of documents as provided to us by the Company including the Valuation Report and the Draft Scheme. The Company has been provided with the opportunity to review the draft Opinion as part of our standard practice to make sure that factual inaccuracy / omissions are avoided in our final opinion.

We have assumed and relied upon, without independent verification, the accuracy and completeness of all financial and other information and data that was publicly available or provided to or otherwise made available to us or discussed with us by the Company, and upon the understanding that the management of Alembic and its advisors are not aware of any relevant information relating to Alembic, Shreno and Related Entities that has been omitted or that remains undisclosed to us that would make the information or data examined by, provided to, reviewed by or discussed with us inaccurate or misleading in any respect or that would otherwise be relevant in arriving at our Opinion.

We express no opinion and accordingly accept no responsibility with respect to or for such information, or the assumptions on which it is based. We have not assumed any obligation to conduct, nor have conducted any physical inspection or title verification of the properties or facilities of the Company, Shreno and Related Entities (collectively **"Companies"**) and neither express any opinion with respect thereto nor accept any responsibility therefore. Our work does not constitute an audit, due diligence or certification of the historical or projected financial statements including the working results of the Companies or their businesses referred to in this Opinion. Accordingly, we are unable to and do not express an opinion on the accuracy of any financial information referred to in this report. We assume no responsibility whatsoever for any errors in the information furnished by the Companies and/or their other advisors and their impact on the present exercise. It is hereby clarified that we have not undertaken the valuation exercise for Part III of the Scheme.

We have not made any independent valuation or appraisal of the assets or liabilities of the Company, Shreno and Related Entities, nor have we been furnished with any such appraisals. We have not conducted or prepared a model for any asset valuation or provided an analysis of due diligence or appraisal of the assets and liabilities of the Companies and have wholly relied on information provided by the Companies in that regard.

We have not received any internal management information statement or any non-public reports, and instead, with your consent, have relied upon information that was publicly available or provided or otherwise made available to us by the Company, Shreno and Related Entities for the purposes of this Fairness Opinion.

We are not experts in evaluation of litigation or other actual or threatened claims or any tax implication connected with the Draft Scheme and accordingly we have not evaluated any litigation or other actual or threatened claims. We have undertaken no independent analysis of any potential or actual litigation, regulatory action, possible unasserted claims, or other contingent liabilities to which the Company is or may be a party or are or may be a subject, or of any government investigation of any possible unasserted claims

or other contingent liabilities to which the Companies are or may be a party or are or may be a subject. No investigation as to the Companies' claim to title of assets has been made for the purpose of this exercise and the Companies' claim to such rights has been assumed to be valid. We have not evaluated the solvency or fair value of the Alembic, Shreno and/or Related Entities under either the laws of India or other laws relating to bankruptcy, insolvency or similar matters.

Our Opinion should not be construed as certifying the compliance with the provisions of any law including company or taxation laws or any legal, regulatory including all SEBI regulations, accounting or taxation implications or issues. We understand that the Company would obtain such advice as deemed necessary from qualified professionals.

We express no opinion whatever and make no recommendation at all as to Company's underlying decision to effect the Draft Scheme or as to how the holders of equity shares or secured or unsecured creditors of the Company should vote at their respective meetings held in connection with the Proposed Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Draft Scheme. We also express no opinion and accordingly accept no responsibility for or as to the price at which the equity shares of the Company will trade following the announcement of the Draft Scheme or as to the financial performance of the Company following the consummation of the Draft Scheme. In rendering our Opinion, we have assumed, that the Scheme will be implemented on the terms described therein, without any waiver or modification of any material terms or conditions, and that in the course of obtaining the necessary regulatory or other consents or approvals for the Proposed Scheme, no restrictions will be imposed or there will be no delays that will have a material adverse effect on the benefits of the Proposed Scheme that may have been contemplated.

We have assumed that there are no other contingent liabilities or circumstances that could materially affect the business or financial prospects of the Company, other than those disclosed in the information provided or considered in the Draft Scheme.

We understand that the management of the Company and, during our discussion with them, would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion.

Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and, on the information, made available to us as of the date hereof. It should be understand that although subsequent developments may affect this opinion, we do not have an obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we were not authorised to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction involving the Company or any of its assets, nor did we negotiate with any other party in this regard.

Our Opinion also does not address any matters other than expressly stated herein, including but not limited to matters such as corporate governance matters, shareholder rights or any other equitable considerations. We were not requested to, and we did not, participate in the negotiation of the terms of the Scheme, its feasibility or otherwise and we did not provide any advice or services in connection with the Scheme other than the delivery of this Opinion. We express no view or opinion as to any such matters. We also express no view as to, and our Opinion does not address, the fairness (financial or otherwise) of the amount or nature or any other aspect of any compensation to any officers, directors or employees to any parties of the Scheme, or any class of such persons, relative to the Share Entitlement Ratio. We express herein no view or opinion as to any terms or other aspects of the Scheme (other than the Share Entitlement Ratio to the extent expressly stated herein).

Fedex and/or our affiliates in the past may have provided, and may currently or in the future provide, investment banking, commercial banking and other financial services to the Companies and/or their affiliates unrelated to the Proposed Scheme. We may have received or in the future may receive compensation for the rendering of the aforementioned services. In the ordinary course of our businesses, we and our affiliates may invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in debt, equity or other securities or financial instruments (including derivatives or other obligations) of the Company and/or the Resulting Company and/or their respective affiliates, holding companies and group companies.

Fedex will receive a fee in connection with the delivery of this Fairness Opinion. The fee is not contingent upon the nature of the opinion provided to the Company. The fee for our service is not subject to the outcome of the Proposed Scheme. In addition, the Company has agreed to reimburse certain of our expenses and to indemnify us against liabilities arising out of our engagement. This Fairness Opinion is subject to the laws of India.

In no circumstances shall the liability of Fedex, its directors or employees related to the service provided in connection with this opinion, exceed the amount paid to Fedex as fees for this Fairness Opinion.

FEDEX SECURITIES LIMITED MUMBAI

BSE
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DCS/AMAL/SV/R37/1391/2018-19

January 24, 2019

The Company Secretary,
Alembic Ltd.
Alembic Road, Vadodara,
Gujarat, 390003

Sir,

Sub: Observation letter regarding the Draft Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private Limited and their respective Shareholders and Creditors.

We are in receipt of Draft Scheme of Arrangment between Alembic Limited and Shreno Limited and Nirayu Private Limited filed as required under SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017; SEBI vide its letter dated January 24, 2019 has inter alia given the following comment(s) on the draft scheme of arrangement:

- **"Company shall ensure that additional information, if any, submitted by the Company, after filing the scheme with the Stock Exchange, and from the date of receipt of this letter is displayed on the websites of the listed company."**
- **"Company shall duly comply with various provisions of the Circulars."**
- **"Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."**
- **"It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitinkumar Pujari
Senior Manager

Sabah Vaze
Assocaiate Manager

NSE

25

National Stock Exchange Of India Limited

Ref: NSE/LIST/72316

January 25, 2019

The Company Secretary
Alembic Limited
Alembic Road, Gorwa,
Vadodara - 390003

Kind Attn.: Mr. Drigesh Mittal

Dear Sir,

Sub: Observation Letter for composite Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private Limited

We are in receipt of the composite Scheme of Arrangement between Alembic Limited and Shreno Limited and Nirayu Private Limited and their respective shareholders vide application dated November 03, 2018.

Based on our letter reference no. NSE/LIST/70919 submitted to SEBI and pursuant to SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular'), SEBI vide letter dated January 24, 2019, has given following comments:

a. *The Company shall ensure that additional information, if any, submitted by the Company, after filing the Scheme with the Stock Exchange, and from the date of the receipt of this letter is displayed on the website of the listed company.*

b. *The Company shall duly comply with various provisions of the Circular.*

c. *The Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*

d. *It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments/observations/ representations.*

It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to National Stock Exchange of India Limited again for its comments/observations/ representations.

Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the Scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

Signer: Rajendra P Bhosale
Date: Fri, Jan 25, 2019 11:50:42 IST
Location: NSE

NSE

NSE

Continuation Sheet

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of Regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of Regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with NCLT.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Regulations, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from January 25, 2019, within which the scheme shall be submitted to NCLT.

Yours faithfully,
For **National Stock Exchange of India Limited**

Rajendra Bhosale
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

This Document is Digitally Signed

NSE

Signer: Rajendra P Bhosale
Date: Fri, Jan 25, 2019 11:50:42 IST
Location: NSE

Annexure 5

Submitted to BSE Limited

Alembic
Touching Lives over 100

Complaints Report

Period of Complaints Report: From 4th November 2018 to 24th November 2018

Part A

Sr. No.	Particulars	Number
1	Number of complaints received directly	Nil
2	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3	Total Number of complaints/comments received (1+2)	Nil
4	Number of complaints resolved	Not Applicable
5	Number of complaints pending	Not Applicable

Part B

Sr. No.	Name of complainant	Date of Complaint	Status (Resolved/pending)
Not Applicable			

Thanking You,

Yours Faithfully,
For Alembic Limited

Drigesh Mittal
Company Secretary
Place: Vadodara
Date: 26th November 2018

ALEMBIC LIMITED VADODARA

Submitted to National Stock Exchange of India Limited

Alembic
Touching Lives over 100 years

Complaints Report

Period of Complaints Report: From 4th November 2018 till date

Part A

Sr. No.	Particulars	Number
1	Number of complaints received directly	Nil
2	Number of complaints forwarded by Stock Exchanges / SEBI	Nil
3	Total Number of complaints/comments received (1+2)	Nil
4	Number of complaints resolved	Not Applicable
5	Number of complaints pending	Not Applicable

Part B

Sr. No.	Name of Complainant	Date of Complaint	Status (Resolved/pending)
Not Applicable			

Thanking You,

Yours Faithfully,
For Alembic Limited

Drigesh Mittal
Company Secretary

ALEMBIC LIMITED VADODARA

Place: Vadodara
Date: 11th December, 2018

Alembic
Touching Lives over 100 years

Report adopted by the Board of Directors of Alembic Limited on 3rd November, 2018 on the Composite Scheme of Arrangement between Alembic Limited ('the First Demerged Company' or 'the Company'), Shreno Limited ('the First Transferee Company' or 'the Second Demerged Company') and Nirayu Private Limited ('the Second Transferee Company') and their respective shareholders

Background

i. The Board of Directors of Alembic Limited at its meeting held on 3rd November, 2018 had considered and approved the Composite Scheme of Arrangement ('Scheme') in the nature of Demerger of Identified Real Estate Undertaking of the Company, comprising of a real estate development project along-with related real estate interest and Project Management Consultancy business into Shreno Limited and Demerger of Engineering Division and Investment Division of Shreno Limited into Nirayu Private Limited and their respective shareholders with effect from the Appointed Date i.e. 1st November, 2018.

ii. As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Board of Directors explaining effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders, is required to be circulated to the shareholders along with the notice convening the meeting.

iii. At the Board Meeting, the following documents were placed before the Board of Directors for their consideration:

a. Composite Scheme of Arrangement;
b. Memorandum of Association and Article of Association of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company;
c. Audited financial statements of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company as on 31st March 2018;
d. Valuation report dated 3rd November, 2018 issued by M/s. Chaturvedi & Shah, Chartered Accountants prescribing the Share Entitlement Ratio with respect to the Scheme ("Valuation Report");
e. Fairness opinion dated 3rd November, 2018 issued by Fedex Securities Limited, Category I Merchant Banker, providing the fairness opinion on the Share Entitlement Ratio recommended by M/s. Chaturvedi & Shah, Chartered Accountants ("Fairness Opinion"); and
f. Report of the Audit Committee dated 3rd November, 2018 recommending the Scheme to the Board for approval.

Benefits of the Scheme

The Scheme will have the following benefits to the companies and the shareholders:

a. Unlocking of value and creation of additional liquidity for the shareholders of the First Demerged Company and the Second Demerged Company, which is currently embedded in the value of the First Demerged Company and the Second Demerged Company, respectively;
b. Elimination of inter-company cross holdings;
c. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by the First Demerged Company to the First Transferee Company;
d. Achieve cost optimization and specialization for sustained growth;
e. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies;

and

f. Enhancing shareholder value by creating leaner and focused organizations.

Valuation

The report on valuation has been obtained from M/s. Chaturvedi & Shah, Chartered Accountants, an independent Valuer. The Valuation Report states that Share Entitlement Ratio would be:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares (*as defined in the Scheme*) of Rs. 2/- each at a premium of Rs. 14.37/- of the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares (*as defined in the Scheme*) of Rs.100/- each at a premium of Rs. 3,045/-of the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Based on mutual consent of the Board of Directors of the respective companies, the following Share Entitlement Ratio has been approved:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares (*as defined in the Scheme*) of Rs. 2/- each at a premium of Rs. 14.50/- of the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares (*as defined in the Scheme*) of Rs.100/- each at a premium of Rs. 3,050/-of the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Impact on key stakeholders

Effect of the arrangement on:

(a) Key Managerial Personnel	No Effect
(b) Directors	No Effect
(c) Promoters	No Effect
(d) Non-promoter members	No Effect
(e) Depositors	Not Applicable
(f) Creditors	No Effect
(g) Debenture holders	Not Applicable
(h) Deposit trustee and Debenture trustee	Not Applicable
(i) Employees of the Company	No Effect

ALEMBIC LIMITED VADODARA

Alembic
Touching Lives over 100 years

After taking on record the documents / confirmations referred above, the Board of the Company approved the Composite Scheme of Arrangement.

For and on behalf of the Board of Directors
Alembic Limited

Chirayu Amin
Chairman
DIN: 00242549

ALEMBIC LIMITED VADODARA

Place: Vadodara
Date: 3rd November, 2018

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SHRENO LIMITED
Regd Office : Alembic Road, Vadodara 390 003
Phone : 91 265 2280550 • Fax : 91 265 2282506
E-mail : shreno.investors@alembic.co.in; agibrd@alembic.co.in
www.yera.com • www.shreno.com
CIN : U26100GJ1944PLC000345

Report adopted by the Board of Directors of Shreno Limited on 3rd November, 2018 on the Composite Scheme of Arrangement between Alembic Limited ('the First Demerged Company' or 'Alembic'), Shreno Limited ('the First Transferee Company' or 'the Second Demerged Company' or 'the Company' or 'Shreno') and Nirayu Private Limited ('the Second Transferee Company' or 'Nirayu') and their respective shareholders

Background

i. The Board of Directors of the Company at its meeting held on 3rd November, 2018 had considered and approved the Composite Scheme of Arrangement ('Scheme') in the nature of Demerger of Identified Real Estate Undertaking of Alembic Limited, comprising of a real estate development project along-with related real estate interest and Project Management Consultancy business into the Company and Demerger of Engineering Division and Investment Division of the Company into Nirayu Private Limited and their respective shareholders with effect from the Appointed Date i.e. 1st November, 2018.

ii. As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the directors explaining effect of the Scheme of Arrangement on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders, is required to be circulated to the shareholders along with the notice convening the meeting.

iii. At the Board Meeting, the following documents were placed before the Board of Directors for their consideration:

a. Composite Scheme of Arrangement;
b. Memorandum of Association and Article of Association of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company;
c. Audited financial statements of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company as on 31st March, 2018;
d. Valuation report dated 3rd November, 2018 issued by M/s. Chaturvedi & Shah, Chartered Accountants prescribing the Share Entitlement Ratio with respect to the Scheme ("Valuation Report"); and
e. Fairness opinion dated 3rd November, 2018 issued by Fedex Securities Limited, Category I Merchant Banker, providing the fairness opinion on the Share Entitlement Ratio recommended by M/s. Chaturvedi & Shah, Chartered Accountants ("Fairness Opinion").

Benefits of the Scheme

The Scheme will have the following benefits to the companies and the shareholders:

a. Unlocking of value and creation of additional liquidity for the shareholders of the First Demerged Company and the Second Demerged Company, which is currently embedded in the value of the First Demerged Company and the Second Demerged Company, respectively;
b. Elimination of inter-company cross holdings;
c. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by the First Demerged Company to the First Transferee Company;
d. Achieve cost optimization and specialization for sustained growth;
e. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and
f. Enhancing shareholder value by creating leaner and focused organizations.

SHRENO LIMITED Vadodara

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SHRENO LIMITED
Regd Office : Alembic Road, Vadodara 390 003
Phone : 91 265 2280550 • Fax : 91 265 2282506
E-mail : shreno.investors@alembic.co.in; agibrd@alembic.co.in
www.yera.com • www.shreno.com
CIN : U26100GJ1944PLC000345

Valuation

The report on valuation has been obtained from M/s. Chaturvedi & Shah, Chartered Accountants, an independent Valuer. The Valuation Report states that Share Entitlement Ratio would be:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares *(as defined in the Scheme)* of Rs. 2/- each at a premium of Rs. 14.37/- of Shreno, the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares *(as defined in the Scheme)* of Rs. 100/- each at a premium of Rs. 3,045/- of Nirayu, the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Based on mutual consent of the Board of Directors of the respective companies, the following Share Entitlement Ratio has been approved:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares *(as defined in the Scheme)* of Rs. 2/- each at a premium of Rs. 14.50/- of the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares *(as defined in the Scheme)* of Rs.100/- each at a premium of Rs. 3,050/- of the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Impact on key stakeholders

Effect of the arrangement on:

(a) Key Managerial Personnel	No Effect
(b) Directors	No Effect
(c) Promoters	No Effect
(d) Non-promoter members	No Effect
(e) Depositors	Not Applicable

SHRENO LIMITED Vadodara

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SHRENO LIMITED
Regd Office : Alembic Road, Vadodara 390 003
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E-mail : shreno.investors@alembic.co.in; agibrd@alembic.co.in
www.yera.com • www.shreno.com
CIN : U26100GJ1944PLC000345

(f) Creditors	No Effect
(g) Debenture holders	Not Applicable
(h) Deposit trustee and Debenture trustee	Not Applicable
(i) Employees	No Effect

After taking on record the documents / confirmations referred above, the Board of the Company approved the Scheme.

For and on behalf of the Board of Directors
Shreno Limited

Nitin Bhave
Whole-time Director
DIN: 00516421

SHRENO LIMITED Vadodara

Place: Vadodara
Date: 3rd November, 2018

NIRAYU PRIVATE LIMITED
FF-54, AVISHKAR COMPLEX,
OLD PADRA ROAD,
VADODARA - 390 015.
CIN No. U51909GJ1971PTC098778
Email: nirayu1971@gmail.com

Report adopted by the Board of Directors of Nirayu Private Limited on 3rd November, 2018 on the Composite Scheme of Arrangement between Alembic Limited ('the First Demerged Company'), Shreno Limited ('the First Transferee Company' or 'the Second Demerged Company') and Nirayu Private Limited ('the Second Transferee Company' or 'the Company') and their respective shareholders.

Background

i. The Board of Directors of the Company at its meeting held on 3rd November, 2018 had considered and approved the Composite Scheme of Arrangement ('Scheme') in the nature of Demerger of Identified Real Estate Undertaking of the First Demerged Company, comprising of a real estate development project along-with related real estate interest and Project Management Consultancy business into the First Transferee Company and Demerger of Engineering Division and Investment Division of the Second Demerged Company into the Company and their respective shareholders with effect from the Appointed Date i.e. 1st November, 2018.

ii. As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Board of Directors explaining effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders, is required to be circulated to the shareholders along with the notice convening the meeting.

iii. At the Board Meeting, the following documents were placed before the Board of Directors for their consideration:

a. Composite Scheme of Arrangement;
b. Memorandum of Association and Article of Association of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company;
c. Audited financial statements of the First Demerged Company, the First Transferee Company/ the Second Demerged Company and the Second Transferee Company as on 31st March, 2018;
d. Valuation report dated 3rd November, 2018 issued by M/s. Chaturvedi & Shah, Chartered Accountants prescribing the Share Entitlement Ratio with respect to the Scheme ("Valuation Report"); and
e. Fairness opinion dated 3rd November, 2018 issued by Fedex Securities Limited, Category I Merchant Banker, providing the fairness opinion on the Share Entitlement Ratio recommended by M/s. Chaturvedi & Shah, Chartered Accountants ("Fairness Opinion");

Benefits of the Scheme

The Scheme will have the following benefits to the companies and the shareholders:

a. Unlocking of value and creation of additional liquidity for the shareholders of the First Demerged Company and the Second Demerged Company, which is currently embedded in the value of the First Demerged Company and the Second Demerged Company, respectively;
b. Elimination of inter-company cross holdings;
c. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by the First Demerged Company to the First Transferee Company;
d. Achieve cost optimization and specialization for sustained growth;
e. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and
f. Enhancing shareholder value by creating leaner and focused organizations.

NIRAYU PRIVATE LIMITED VADODARA

NIRAYU PRIVATE LIMITED
FF-54, AVISHKAR COMPLEX,
OLD PADRA ROAD,
VADODARA - 390 015.
CIN No. U51909GJ1971PTC098778
Email: nirayu1971@gmail.com

Valuation

The report on valuation has been obtained from M/s. Chaturvedi & Shah, Chartered Accountants, an independent Valuer. The Valuation Report states that Share Entitlement Ratio would be:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares *(as defined in the Scheme)* of Rs. 2/- each at a premium of Rs. 14.37/- of the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1(One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares *(as defined in the Scheme)* of Rs.100/- each at a premium of Rs. 3,045/-of the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Based on mutual consent of the Board of Directors of the respective companies, the following Share Entitlement Ratio has been approved:

For Part II of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – I or Shreno Preference Shares *(as defined in the Scheme)* of Rs. 2/- each at a premium of Rs. 14.50/- of the First Transferee Company for every 1 (One) fully paid up equity shares of Rs. 2/- each held in the First Demerged Company.

For Part III of the Scheme:

1 (One) fully paid up 7% Non-Convertible Cumulative Redeemable Preference Share – II or Nirayu Preference Shares *(as defined in the Scheme)* of Rs.100/- each at a premium of Rs. 3,050/- of the Second Transferee Company for every 1 (One) fully paid up equity shares of Rs. 100/- each held in the Second Demerged Company.

Impact on key stakeholders

Effect of the arrangement on:

(a) Key Managerial Personnel	No Effect
(b) Directors	No Effect
(c) Promoters	No Effect
(d) Non-promoter members	Not Applicable
(e) Depositors	Not Applicable
(f) Creditors	No Effect

NIRAYU PRIVATE LIMITED VADODARA

NIRAYU PRIVATE LIMITED
FF-54, AVISHKAR COMPLEX,
OLD PADRA ROAD,
VADODARA - 390 015.
CIN No. U51909GJ1971PTC098778
Email: nirayu1971@gmail.com

(g) Debenture holders	Not Applicable
(h) Deposit trustee and Debenture trustee	Not Applicable
(i) Employees	No Effect

After taking on record the documents / confirmations referred above, the Board of the Company approved the Composite Scheme of Arrangement.

For and on behalf of the Board of Directors
Nirayu Private Limited

NIRAYU PRIVATE LIMITED VADODARA

Chirayu Amin
Chairman
DIN: 00242549

Place: Vadodara
Date: 3rd November, 2018

Annexure 7

Rupees in Lacs

Alembic Limited

Unaudited Interim Balance Sheet as at October 31, 2018

Particulars	As at October 31, 2018 (Unaudited)	As at March 31, 2018
I. ASSETS		
(1) Non-Current Assets		
(a) Property, Plant and Equipments	13,153.81	13,222.65
(b) Capital Work-in-Progress	-	-
(c) Investment Property	6,658.71	4,681.49
(d) Financial Assets		
(i) Investments	18,076.44	15,595.95
(ii) Loans	9.20	26.94
(2) Current Assets		
(a) Inventories	2,731.97	3,240.69
(b) Financial Assets		
(i) Investments	5,997.43	11,984.74
(ii) Trade Receivables	2,675.93	2,528.86
(iii) Cash and cash equivalents	76.58	44.17
(iv) Bank balances other than (iii) above	46.70	37.32
(v) Loans	7.90	-
(vi) Others	1.50	124.47
(c) Other Current Assets	998.17	576.51
(d) Assets held for sale	121.40	132.47
TOTAL ASSETS	50,555.71	52,196.26
II. EQUITY AND LIABILITIES		
Equity		
(a) Equity Share Capital	5,135.64	5,340.64
(b) Other Equity	37,531.63	39,528.09
Liabilities		
(1) Non-Current Liabilities		
(a) Financial Liabilities		
(i) Other Financial Liabilities	477.10	412.02
(b) Provisions	590.65	80.10
(c) Deferred Tax Liability (Net)	567.34	922.98
(2) Current Liabilities		
(a) Financial Liabilities		
(i) Trade Payables		
a) total outstanding dues of micro enterprises and small enterprises	-	-
b) total outstanding dues of creditors other than micro enterprises and small enterprises	3,794.40	1,641.55
(ii) Other Financial Liabilities	417.66	1,495.20
(b) Other Current Liabilities	790.63	1,686.32
(c) Provisions	1,077.15	1,065.21
(d) Current Tax Liabilities (Net)	173.51	24.15
TOTAL EQUITY AND LIABILITIES	50,555.71	52,196.26

For Alembic Limited

Chiraya Amin
Chairman
DIN: 00242549

Malika Amin
Managing Director & CEO
DIN: 00242613

Place: Vadodara
Date: 28th January, 2018

Rupees in Lacs

Alembic Limited

Unaudited Interim Statement of Profit and Loss for the Seven month ended October 31, 2018

Particulars	For the Seven month ended October 31, 2018 (Unaudited)	For the Year Ended on 31st March, 2018
I. Revenue from Operations	8,994.35	12,529.52
II. Other Income	2,598.09	3,701.27
III. Total Income (I+II)	11,592.44	16,230.79
IV. Expenses		
Cost of Materials Consumed	2,927.49	3,985.68
Cost of Construction	2,043.68	3,077.57
Changes in Inventories of Finished Goods and Work-in-Process	58.33	809.49
Employee Benefit Expenses	1,322.23	2,074.20
Finance Costs	10.73	16.94
Depreciation and Amortisation expense	144.76	377.51
Other Expenses	1,038.10	1,472.03
Total Expenses (IV)	7,545.32	11,813.42
V. Profit Before Exceptional Items and Tax (III-IV)	4,047.12	4,417.37
VI. Profit Before tax (V-VI)	4,047.12	4,417.37
VII.Tax Expense		
Current Tax	369.06	430.67
Deferred Tax	(63.83)	30.40
Short / (Excess) provision of tax in respect of earlier years	(15.78)	(221.64)
VIII. Profit for the year (VII-VIII)	3,757.66	4,177.94
IX. Other Comprehensive Income		
(i) Items that will not be reclassified to profit or loss	2,640.14	4,443.27
(ii) Income tax relating to items that will not be reclassified to profit or loss	219.87	114.22
	2,860.01	4,557.50
X.Total Comprehensive Income for the period (VIII + IX)	6,617.67	8,735.44
XI.Earning per equity share (FV Rs. 2/- per share)		
Basic & Diluted (In Rs.)	1.45	1.56

For Alembic Limited

Chirayu Amin
Chairman
DIN: 00242549

Malika Amin
Managing Director & CEO
DIN: 00242613

Place: Vadodara
Date: 28th January, 2018

Rupees In Lacs

SHRENO LIMITED
UNAUDITED INTERIM BALANCE SHEET AS AT 31st OCTOBER 2018

Particulars	As at 31st October, 2018 (Unaudited)	As at 31st March, 2018
ASSETS		
Non-Current Assets		
(a) Property, Plant and Equipment	4,314.20	4,495.20
(b) Capital Work-in-Progress	-	0.00
(c) Investment Property	1,323.41	1,362.15
(d) Intangible Assets	0.00	-
(e) Financial Assets		
(i) Investments	16,281.79	1,40,515.27
(ii) Others	30.77	30.78
(f) Non-Current Tax Assets (Net)	-	91.25
(g) Other Non-Current Assets	168.38	168.38
Current Assets		
(a) Inventories	22,000.02	24,846.01
(b) Financial Assets		
(i) Investments	2,672.12	2,642.25
(ii) Trade Receivables	2,800.85	3,843.96
(iii) Cash and Cash Equivalents	475.81	528.45
(iv) Bank balances other than (iii) above	16.18	16.18
(v) Others	22.35	42.35
Total Assets	51,499.10	1,80,570.13
EQUITY AND LIABILITIES		
Equity		
(a) Equity Share Capital	5,948.30	5,948.30
(b) Other Equity	32,867.19	1,50,944.84
Liabilities		
Non-Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	-	-
(ii) Other Financial Liabilities	1.20	14.50
(b) Provisions	112.85	92.59
(c) Deferred Tax Liabilities (Net)	256.71	1,135.08
Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	5,022.23	14,626.82
(ii) Trade Payables	2,765.34	3,087.85
(iii) Other Financial liabilities	103.63	114.40
(b) Other Current Liabilities	4,860.08	4,412.97
(c) Provisions	189.94	192.78
(d) Current Tax Liabilities (Net)	171.64	-
Total Equity and Liabilities	51,499.10	1,80,570.13

For Shreno Limited

Chirayu Amin
Chairman
(Din: 00242549)

Nitin Shave
Whole- time Director
(Din: 00516421)

Place : Vadodara
Date : 28th January, 2018

Rupees in Lacs

SHRENO LIMITED

UNAUDITED INTERIM STATEMENT OF PROFIT & LOSS FOR THE SEVEN MONTHS ENDED 31st OCTOBER 2018

Particulars	For the Seven Months Ended 31st October, 2018 (Unaudited)	For the Year Ended 31st March, 2018
Income		
Revenue From Operations	15,902.54	23,430.93
Other Income	1,365.87	1,296.79
Total Income	17,268.41	24,727.72
Expenses		
Cost of Materials Consumed	2,147.95	2,225.20
Cost of Construction	7,325.81	11,025.40
Changes in Inventories of Finished Goods and Work in Process	(418.84)	(45.75)
Employee Benefit Expenses	1,117.85	1,852.52
Finance Costs	34.25	748.05
Depreciation and Amortization Expense	282.41	647.94
Other Expenses	2,764.39	4,250.76
Total Expenses	13,253.81	20,704.12
Profit Before Exceptional Items and Tax	4,014.60	4,023.60
Exceptional Items	-	-
Profit Before Tax	4,014.60	4,023.60
Tax Expense		
1 Current Tax	937.38	886.88
2 Deferred Tax	20.77	(143.71)
3 Excess provision of income tax no longer required	-	0.36
Profit for the period after tax	3,056.54	3,280.09
Other Comprehensive Income		
A Items that will not be reclassified to profit / (loss)	(1,22,796.87)	(5,580.39)
Income tax relating to items that will not be reclassified to profit / (loss)	862.67	(444.19)
B (i) Items that will be reclassified to profit / (loss)	-	-
(ii) Income tax relating to items that will be reclassified to profit / (loss)	-	-
Total Comprehensive Income for the period	(1,18,877.66)	(2,744.50)
Earning per equity share		
Basic (In Rs.)	60.67	62.39
Diluted (In Rs.)	60.67	62.39

For Shreno Limited

Chirayu Amin
Chairman
(Din: 00242549)

Nitin Bhave
Whole- time Director
(Din: 00516421)

Place : Vadodara
Date : 28th January, 2018

Nirayu Private Limited

Condensed Interim Balance Sheet as at 31st October, 2018

(Rs. In Lacs)

Particulars	Notes No	As at 31st October, 2018	As at 31st March, 2018	As at 1st April, 2017
I. ASSETS				
(1) Non-Current Assets				
(a) Property, Plant and Equipments	3	5.55	6.98	363.12
(b) Investment Property	4	1,180.49	1,178.07	1,194.53
(c) Other intangible assets	5	-	-	0.99
(d) Financial Assets				
(i) Investments	6	2,89,917.85	2,89,397.19	2,88,603.36
(ii) Loans	7	795.50	1,431.50	-
(iii) Others	8	72.76	72.65	48.73
(e) Deferred Tax Assets (Net)	9	-0.00	6.92	20.74
(f) Other non-current assets	10	1,172.79	1,143.43	160.47
(2) Current Assets				
(a) Inventories	11	-	-	89.97
(b) Financial Assets				
(i) Investments	12	4,229.13	281.24	1,168.87
(ii) Trade Receivables	13	0.04	0.45	391.73
(iii) Cash and cash equivalents	14	23.93	20.48	116.86
(iv) Other	15	41.43	33.37	24.00
(c) Current Tax Assets (Net)		-	23.61	-
(d) Other Current Assets	16	8.43	0.47	25.43
TOTAL ASSETS		2,97,948.30	2,93,576.34	2,92,137.82
II. EQUITY AND LIABILITIES				
Equity				
(a) Equity Share Capital	17	311.25	311.25	311.25
(b) Other Equity	18	2,97,086.29	2,97,959.90	2,90,198.69
Liabilities				
(1) Non-Current Liabilities				
(a) Financial Liabilities				
(i) Borrowings	19	137.05	137.05	257.05
(ii) Other Financial Liabilities	20	108.47	108.47	81.62
(b) Non Current Liabilities	21	20.81	20.96	21.21
(c) Provisions	22	-	-	22.30
(2) Current Liabilities				
(a) Financial Liabilities				
(i) Borrowings	23	-	-	1,145.99
(ii) Trade Payables	24	-	-	66.47
(iii) Other Financial Liabilities	25	-	19.61	-
(b) Other Current Liabilities	26	24.77	9.20	27.44
(c) Provisions	27	-	-	0.63
(d) Current Tax Liabilities (Net)		259.65	-	5.16
TOTAL EQUITY AND LIABILITIES		2,97,948.30	2,93,576.34	2,92,137.82

See notes accompanying notes to financial statements.

For and on behalf of the Board

Mitanshu Shah
Director
DIN: 02805207

Rasesh Shah
Director
DIN: 00119641

Vadodara : 25th January, 2019

Nirayu Private Limited

Condensed Interim Statement of Profit and Loss for seven months ended 31st October, 2018

(Rs. In Lacs)

Particulars	Notes N	For seven months Ended on 31st October, 2018	For the Year Ended on 31st March, 2018
I. Revenue from Operations	28	157.74	908.88
II. Other Income	29	4,776.78	2,826.02
III. Total Income (I+II)		4,934.52	3,734.90
IV. Expenses			
Cost of Materials Consumed	30	-	223.80
Employee Benefit Expenses	31	0.49	76.98
Finance Costs	32	22.89	19.42
Depreciation and Amortisation expense	3, 4 & 5	11.20	58.49
Other Expenses	33	252.24	463.61
Total Expenses (IV)		286.82	842.30
V. Profit Before tax (III-IV)		4,647.70	2,892.60
VI.Tax Expense			
Current Tax		520.00	80.28
Deferred Tax		7.31	13.82
Short / (Excess) provision of tax in respect of earlier years		-	(4.07)
VII. Profit for the year (V-VI)		4,120.39	2,802.57
VIII. Other Comprehensive Income	34		
(A) (i) Items that will not be reclassified to profit or loss		(2.96)	(1.74)
(ii) Income tax relating to items that will not be reclassified to profit or loss		-	0.28
(B) (i) Items that will be reclassified to profit or loss		-1.33	-
(ii) Income tax relating to items that will be reclassified to profit or loss		0.39	-
IX.Total Comprehensive Income for the period (VII + VIII)		4,116.49	2,801.11
X.Earning per equity share (FV Rs. 100/- per share)			
Basic & Diluted (In Rs.)		1,323.82	900.42
See accompanying notes to financial statements.			

For and on behalf of the Board

Mitanshu Shah
Director
DIN: 02305207

Rasesh Shah
Director
DIN: 00113641

Vadodara : 25th January, 2019

Private and Confidential

Date: November 3, 2018

IN THE NATURE OF ABRIDGED PROSPECTUS – MEMORANDUM CONTAINING SALIENT FEATURES OF THE COMPOSITE SCHEME OF ARRANGEMENT ("MEMORANDUM") BETWEEN ALEMBIC LIMITED ("FIRST DEMERGED COMPANY" OR "ALEMBIC") AND SHRENO LIMITED ("FIRST TRANSFEREE COMPANY" OR "SHRENO" OR "SECOND DEMERGED COMPANY" OR "THE COMPANY") AND NIRAYU PRIVATE LIMITED ("SECOND TRANSFEREE COMPANY" OR "NIRAYU") AND THEIR RESPECTIVE SHAREHOLDERS (UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 READ WITH SECTION 66 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER (HEREINAFTER REFERRED TO AS THE "SCHEME").

THIS MEMORANDUM CONTAINS 10 PAGES. PLEASE ENSURE THAT YOU HAVE RECEIVED ALL THE PAGES.

This document is prepared in compliance with the requirements of paragraph 3(a) of Annexure I of SEBI circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 issued pursuant to applicable regulations of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. This document contains information in the format specified for Abridged Prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, to the extent applicable.

Alembic Limited is listed on the BSE Limited and the National Stock Exchange of India Limited (hereinafter collectively referred to the "Stock Exchanges"). Pursuant to the Scheme, there is an issue of 7% Non-Convertible Cumulative Redeemable Preference Shares ("NCRPS") to the existing shareholders of Alembic Limited and not to the public at large. Therefore, the requirements with respect to GID (General Information Document) is not applicable and this Memorandum be read accordingly.

You are encouraged to read greater details about the Company and proposed business of the Company included in the Composite Scheme of Arrangement approved by the Audit Committee and the Board of Directors of Alembic Limited on 3rd November, 2018; by the Board of Directors of Shreno Limited on 3rd November, 2018 and by the Board of Directors of Nirayu Private Limited on 3rd November, 2018, and copy of the Fair Share Entitlement Ratio Report issued by M/s. Chaturvedi & Shah, Chartered Accountants dated 3rd November 2018 and Fairness Opinion Report issued by Fedex Securities Limited dated 3rd November, 2018 available on the website of the BSE Limited and The National Stock Exchange of India Limited and the Investors section of Alembic Limited available at www.alembiclimited.com. This Memorandum does not purport to include the complete information of the Company, including its business, operations, assets and liabilities. For further details see "Any other important information as per Lead Manager / First Transferee Company" of this Memorandum.

Nothing in this Memorandum constitutes an offer or an invitation by or on behalf of either First Demerged Company or the First Transferee Company or to subscribe for or purchase any of the securities of the First Transferee Company.

SHRENO LIMITED

Registered & Corporate Office: Alembic Road, Vadodara- 390003, Gujarat, India | **Contact Person:** Sagar Gandhi, Dy. Company Secretary & Compliance Officer | **Tel No.:** +91 265 2280550 | **Fax No.:** +91 265 2282506 | **E-mail Id:** shreno.investors@alembic.co.in; |**Website:** www.shreno.com | **Corporate Identity Number:** U26100GJ1944PLC000345.

PROMOTER OF THE COMPANY: CHIRAYU RAMANBHAI AMIN, UDIT CHIRAYU AMIN AND SHAUNAK CHIRAYU AMIN

OFFER DETAILS AND PROCEDURE

SHRENO LIMITED FORMS A PART OF THE PROMOTER GROUP OF ALEMBIC LIMITED & IT PRESENTLY HOLDS 3,51,51,541 EQUITY SHARES IN ALEMBIC LIMITED THEREBY CONSTITUTING 13.69% OF PAID UP SHARE CAPITAL OF ALEMBIC LIMITED.

ALEMBIC LIMITED PRESENTLY HOLDS 10,16,732 EQUITY SHARES IN SHRENO LIMITED THEREBY CONSTITUTING 17.09% OF PAID UP SHARE CAPITAL OF SHRENO LIMITED.

The proposed issue of 7% Non-Convertible Cumulative Redeemable Preference Shares ("7% NCRPS") of the First Transferee Company is pursuant to the Scheme filed under Sections 230 to 232 of the Companies Act, 2013 read with Section 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder, between Alembic Limited and Shreno Limited and Nirayu Private Limited and their respective shareholders, approved by the Board of Directors of Alembic Limited on 3rd November, 2018, Shreno Limited on 3rd November, 2018 and Nirayu Private Limited on 3rd November, 2018, and accordingly there shall be no price band or minimum bid lot size applicable to the proposed issue of 7% NCRPS.

Upon this Scheme becoming effective and in consideration of the transfer and vesting of the Demerged Undertaking I (as defined in the Scheme) of the First Demerged Company into the First Transferee Company in accordance with the Scheme, the First Transferee Company shall issue and allot to every member of the First Demerged Company (other than the First Transferee Company in respect of shares held by it in the First Demerged Company) holding fully paid up equity shares in the First Demerged Company and whose names appear in the register of members on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, 1 (One) fully paid up 7% NCRPS of Rs. 2/- each at a premium of Rs. 14.50/- per share of the First Transferee Company for every 1 (One) fully paid up equity share of Rs. 2/- each held in the First Demerged Company.

PROCEDURE

Pursuant to the provisions of the Scheme, post receipt of approval of the National Company Law Tribunal ("**NCLT**") and upon certified copies of the sanction order(s) of the NCLT approving the Scheme being filed with the relevant Registrar of Companies, the First Transferee Company shall issue and allot 7% NCRPS to the shareholders of Alembic Limited as per the share entitlement ratio set out in the Scheme as on the Record Date.

ELIGIBILITY

Since the 7% NCRPS are allotted pursuant to the provisions of the Scheme, eligibility conditions under Regulations 26(1) and 26(2) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 are not applicable.

Persons who are shareholders of the First Demerged Company as on the Record Date to be fixed by the Board of Directors of the First Demerged Company in consultation with the Board of Directors of the First Transferee Company post effectiveness of the Scheme, shall be eligible to receive 7% NCRPS of the First Transferee Company, pursuant to the provisions of the Scheme.

INDICATIVE TIMELINE

This Memorandum is filed pursuant to the Scheme and is not an offer to public at large. Given that the Scheme requires approval of various regulatory authorities including and primarily the NCLT, the time frame cannot be established with certainty. However, in general, the NCLT approval may take 5 to 6 months after the shareholder's meeting.

GENERAL RISKS

Investments in equity and equity-related securities and other securities involve a degree of risk and investors should not invest their funds unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision. For taking an investment decision, investors must rely on their own examination of the First Transferee Company and the Scheme, including the risks involved. The 7% NCRPS as proposed to be issued in pursuant to the Scheme have not been recommended or approved by the Securities and Exchange Board of India ("**SEBI**"), nor does SEBI guarantee the accuracy or adequacy of the contents of this Memorandum. Specific attention of the investors is invited to the section titled "Risk Factors" at page 8 of this Memorandum.

PRICE INFORMATION OF LEAD MANAGER

Issue Name	Name of Merchant Banker	+/- % change in closing price, [+/- % change in closing benchmark]		
		30th calendar days from listing	90th calendar days from listing	180th calendar days from listing
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Lead Manager	Statutory Auditor
Fedex Securities Limited 305, Enterprise Centre, Nehru Road, Vile Parle (East), Mumbai 400099. **Tel No:** 022 2613 6460 **Fax No:** 022 2618 6966 **E-mail:** mb@fedsec.in | **Website:** www.fedsec.in **Contact Person:** Rinkesh Saraiya **SEBI Registration No:** INM000010163	**M/s. K. M. Swadia & Co.** **Chartered Accountants** 310 Shreeram Chambers, R C Dutt Road. Vadodara- 390005 | **Tel No.:** 02652314348 **Email id:** mayur@kms.net.in **Firm Registration No:** 110740W
Syndicate Members - Not applicable **Registrar** - Not applicable **Credit Rating Agency** - Not Applicable **Debenture trustee** - Not Applicable **Self-Certified Syndicate Banks** - Not Applicable **Non-Syndicate Registered Brokers** – Not Applicable	**Peer Review Auditor** **M/s. V. H. Gandhi & Co.** **Chartered Accountants** 404, Saffron Complex, Opp. Fountain, Fatehgunj, Vadodara - 390002 **Tel No.:** +91 9426396999 **Email Id:** vhgandhi2002@yahoo.com **Firm Registration No:** 103047W **Peer Reviewed Certificate No:** 010038

PROMOTERS OF SHRENO LIMITED

Chirayu Ramanbhai Amin, Udit Amin and Shaunak Amin are the promoters of the Shreno Limited. The details of promoters are as follows:-

Chirayu Ramanbhai Amin, aged 71 years is the Chairman of the Company, He is an M.B.A. from U.S.A. He has rich and varied experience and has been involved in the operations of the Company over a long period of time. The Company has achieved remarkable turnaround under his leadership and guidance.

He is also the Chairman of Alembic Pharmaceuticals Limited, Alembic Limited and other companies of the Alembic group, a century old group in India, pioneer in Healthcare / Pharmaceutical Industry. Besides, he is also trustee in hospital and schools of Alembic Group.

Udit Amin, aged 38 years is an Additional Director of the Company. He has experience of about 15 years in diverse business activities. Mr. Udit Amin graduated with Economics as main subject with focus on International trade from University of Michigan, USA. He has worked in regulatory department at Ivax, UK. Mr. Udit Amin was the Managing Director of Alembic Limited heading the Real Estate and API Business.

Shaunak Amin, aged 40 years is the Managing Director of the Company. He has graduated from University of Massachusetts, USA with Economics as his specials. He has varied work experience with renowned Multinationals including Merril Lynch, Hong Kong and Shanghai Banking Corporation etc. He is also the Managing Director of Alembic Pharmaceuticals Limited and is heading the Branded Formulation Business of the company. The Company has made steady progress in terms of revenues as well as in terms of profits in challenging times under his leadership and management.

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

Name of Listed Group Companies:

1) Alembic Pharmaceuticals Limited
2) Alembic Limited
3) Paushak Limited

BUSINESS OVERVIEW / STRENGTH AND STRATEGY

Shreno Limited was originally incorporated under the Companies Act, 1913 on 19th December, 1944 at Vadodara in erstwhile Vadodara State, in the name and style of Alembic Glass Industries Limited. Pursuant to and as part of the scheme of merger of erstwhile Shreno Limited with erstwhile Alembic Glass Industries Limited, approved by Hon'ble High Court of Gujarat vide its order dated 21st July 2006, changed its name to Shreno Limited and obtained fresh certificate of incorporation dated 19th September, 2006 (CIN U26100GJ1944PLC000345). The Registered Office of the Company is situated at Alembic Road, Vadodara - 390003 in the State of Gujarat. It is, inter alia, engaged in the business of manufacturing and trading of glassware items, machinery and equipment required for various industries, making investments and real estate development.

BOARD OF DIRECTORS

Sr. No.	Name	Designation	Experience including current / past position held in other firms
1.	Chirayu Amin	Non Executive Director	For details, please refer to "Promoters of Shreno" on page 3 of this Memorandum.
2.	Yera Amin	Non Executive Director	Yera Amin, aged 66 years is a Director of the Company since the last 23 years. She holds MBA degree from Boston University, USA. She has experience in business administration for more than three decades.
3.	Shaunak Amin	Managing Director	For details, please refer to "Promoters of Shreno" on page 3 of this Memorandum.
4.	Udit Amin	Non Executive Additional Director	For details, please refer to "Promoters of Shreno" on page 3 of this Memorandum.
5.	Chitta Ranjan Mukherjee	Independent Director	Chitta Ranjan Mukherjee aged 69 years is an Independent Director of the Company. He has a Bachelor Degree in Science. He has experience over 40 years and possesses organizational and administrative capability. He has considerable experience in the field of marketing management.
6.	Mayur Jadeja	Independent Director	Mayur Jadeja aged 62 years is an Independent Director of the Company. He has a Bachelor degree in Economics and Post Graduate Diploma in Industrial Relations & Personal Management. He has vast experience of around 35 years in Business Management. He was a Managing Committee member of the Federation of Gujarat Industries for 12 years.
7.	Nitin Bhave	Whole-time Director	Nitin Bhave aged 55 years is a whole-time Director of the Company. He is a Post Graduate and has over two decades of experience in the fields of purchase, project management, general administration of

SHRENO LTD. Vadodara

FEDERAL SECURITIES LTD. MUMBAI

Sr. No.	Name	Designation	Experience including current / past position held in other firms
			various business including software, glass, manufacturing, engineering etc. He plays a major role in providing thought leadership and strategic inputs to the Company in addition to helping shape new business and driving the strategic program in the Company.

OBJECTS OF THE SCHEME

The following are rationale and benefits for the Scheme:

i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, which is currently embedded in the value of Alembic, the First Demerged Company and Shreno, the Second Demerged Company, respectively;
ii. Elimination of inter-company cross holdings;
iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic, the First Demerged Company to the Shreno, the First Transferee Company;
iv. Achieve cost optimization and specialization for sustained growth;
v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies; and
vi. Enhancing shareholder value by creating leaner and focused organizations;

SHAREHOLDING PATTERN

A. Shareholding Pattern of the First Transferee Company as on 30th September 2018:

Sr. No.	Particulars	Pre-Issue number of Equity Shares	% holding of Pre-issue
(A)	**Promoters and Promoter's Group**		
1	Chirayu Amin*	2,76,712	4.65
2	Malika Amin	2,45,434	4.13
3	Shaunak Amin	10,135	0.17
4	Udit Amin	6,155	0.10
5	Pranav Amin	6,134	0.10
6	Paushak Limited	1,33,332	2.24
7	Laksh Trust	50,454	0.85
8	Ujjwal Vidyalaya	12,000	0.20
9	Vidyanidhi Trust	30	0.00
10	Uday Education Society	30	0.00
11	Nirayu Private Limited	38,49,725	64.72
12	Alembic Limited	10,16,732	17.09
	Total Promoter Shareholding	**56,06,873**	**94.26**
(B)	**Public**	**3,41,425**	**5.74**
	TOTAL (A+B)	**59,48,298**	**100.00**

* 51,576 Equity Shares held in the name of Chirayu Ramanbhai Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

B. Shareholding upon effectiveness of the Scheme:

(i) Equity Shareholding pattern:

Sr. No.	Particulars	Post-Issue number of Equity Shares	% holding of Post-issue
(A)	**Promoters and Promoter's Group**		
1	Chirayu Amin*	2,76,712	5.61
2	Malika Amin	2,45,434	4.98
3	Shaunak Amin	10,135	0.21
4	Udit Amin	6,155	0.12
5	Pranav Amin	6,134	0.12
6	Paushak Limited	1,33,332	2.70
7	Laksh Trust	50,454	1.02
8	Ujjwal Vidyalaya	12,000	0.24
9	Vidyanidhi Trust	30	0.00
10	Uday Education Society	30	0.00
11	Nirayu Private Limited	38,49,725	78.06
	Total Promoter Shareholding	**45,90,141**	**93.08**
(B)	**Public**	**3,41,425**	**6.92**
	TOTAL (A+B)	**49,31,566**	**100.00**

* 51,576 Equity Shares held in the name of Chirayu Ramanbhai Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

(ii) 7% Non-Convertible Cumulative Redeemable Preference Shareholding pattern:

Sr. No.	Name	(Post-Scheme) Post-Offer No. of 7% NCRPS	% holding of Post Offer
(A)	**Promoters and Promoter's Group**		
1	Chirayu Ramanbhai Amin*	83,17,644	3.24
2	Malika Chirayu Amin	57,51,939	2.24
3	Pranav Chirayu Amin	19,32,411	0.75
4	Shaunak Chirayu Amin	19,32,651	0.75
5	Udit Chirayu Amin	19,27,015	0.75
6	Inaaya Shaunak Amin	57,410	0.02
7	Naintara Shaunak Amin	57,410	0.02
8	Ranvir Pranav Amin	57,410	0.02
9	Samira Pranav Amin	57,410	0.02
10	Nirayu Private. Limited	14,05,72,903	54.74
11	Paushak Limited	1,525	0.00
12	Vidyanidhi Trust	15,49,202	0.60
13	Arogyavardhini Society	5,37,643	0.21
14	Utkarsh Vidyakendra	2,79,873	0.11
15	Ujjwal Vidyalaya	1,19,126	0.05
16	Laburnum Family Trust	200	0.00
17	Virsad Family Trust	200	0.00
18	Viramya Packlight LLP	1,800	0.00
	Total Promoter Shareholding	**16,31,53,772**	**63.54**
(B)	**Non-Promoter Shareholding**		
1	Public Shareholding	8,92,27,273	34.75
2	Non-Resident Shareholders	44,00,773	1.71
	Total Promoter Shareholding	**93,628,056**	**36.46**
(C)	**Non-Promoter- Non-Public**	**Nil**	**Nil**
	TOTAL (A + B + C)	**25,67,81,828**	**100.00**

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

* 20,53,833 7% Non-Convertible Cumulative Redeemable Preference Shares held in the name of Chirayu Ramanbhai Amin in representative capacity of Karta of Chirayu Ramanbhai Amin HUF.

Number/amount of equity shares proposed to be sold by selling shareholders - Not applicable

Details of means of finance – Not Applicable

Terms of Issuance of Convertible Securities, if any – Not Applicable

Details and reasons for non-deployment or delay in deployment of proceeds or changes in utilization of issue proceeds of past public issues/ rights issues, if any of the Company in the preceding 10 years – Not applicable.

RESTATED AUDITED FINANCIALS

Standalone Financial Statements

(in Rs. Lakhs unless stated otherwise)

Standalone	FY 2014 (As per IGAAP)	FY 2015 (As per IGAAP)	FY 2016 (As per IGAAP)	FY 2017 (As per IGAAP)	FY 2018 (As per Ind AS)	Three Months ended 30th June, 2018 (As per Ind AS)
Revenue from operations (net)	13,018.08	12,494.65	16,322.71	21,138.65	23,313.07	7,033.55
Net Profit / (Loss) before tax and extraordinary items	(282.41)	510.92	1,468.45	4,800.54	4,023.60	1,488.48
Net Profit / (Loss) after tax and extraordinary items	(285.08)	507.91	1,308.59	3,596.49	3,280.09	1,052.16
Equity Share Capital	4,504.15	4,504.15	4,504.15	4,504.15	5,948.30	5,948.30
Reserves and Surplus	2,0831.19	4,199.48	5,508.08	9,063.66	1,50,944.84	30,052.66
Net Worth*	9844.46	27920.24	29228.84	31584.42	1,56,893.14	36,000.96
Basic Earnings Per Share (In Rs.)	(9.13)	8.40	24.24	74.13	62.39	17.69 (Not Annualized)
Diluted Earnings Per Share (In Rs.)	(9.13)	7.67	21.79	59.20	62.39	17.69 (Not Annualized)
Return on Net Worth (%)	(2.90%)	1.82%	4.48%	11.39%	2.09%	2.92%
Net Asset Value Per Share (In Rs.)	589.13	619.88	648.93	701.23	2,637.61	605.23

***as defined under Companies Act, 2013**

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

Consolidated Financial Statements:

(in Rs. Lakhs unless stated otherwise)

Consolidated#	FY 2014 (As per IGAAP)	FY 2015 (As per IGAAP)	FY 2016 (As per IGAAP)	FY 2017 (As per IGAAP)	FY 2018 (As per Ind AS)	Three Months ended 30th June, 2018 (As per Ind AS)#
Revenue from operations (net)	13,405.64	12,860.04	16,333.85	21,138.65	23,313.07	7,033.55
Net Profit / (Loss) before tax and extraordinary items**	60.49	887.19	1,895.35	5,396.99	4,023.62	1,488.48
Net Profit / (Loss) after tax and extraordinary items**	43.57	857.84	1,737.37	4,192.94	3,280.10	1,052.16
Equity Share Capital	4,504.15	4,504.15	4,504.15	4,504.15	5,948.30	5,948.30
Reserves and Surplus	21,838.75	6,056.64	7,923.96	11,998.07	1,50,944.84	30,052.66
Net Worth*	10,852.02	28341.58	30208.90	34518.83	1,56,893.14	36,000.96
Basic Earnings Per Share (In Rs.)	(1.84)	16.17	33.76	87.37	62.39	17.69 (Not Annualized)
Diluted Earnings Per Share (In Rs.)	(1.84)	14.77	28.93	69.14	62.39	17.69 (Not Annualized)
Return on Net Worth (%)	0.40%	3.03%	5.75%	12.15%	2.09%	2.92%
Net Asset Value Per Share (In Rs.)	611.50	661.11	702.57	766.38	2637.61	605.23

*** as defined under Companies Act, 2013**

**** includes Share of Associate's Profit**

 # since Shreno Limited does not have any subsidiaries as on 30th June 2018, the consolidated figures provided herein remain same as that presented in standalone figures.

INTERNAL RISK FACTORS

1. Implementation of the Scheme completely depends on the approval of Regulatory authorities. Any modification or revision in the Scheme by the competent authorities may delay the completion of the process.
2. 7% NCRPS to be issued pursuant to the Scheme of Shreno Limited will not be listed.
3. If we are unable to manage the synergies arising out of scheme of arrangement, our post-demerger business, cashflows financial condition and prospects may be adversely affected.
4. If we are unable to accurately forecast demand for our business, cash flows, financial condition and prospects may be adversely affected.
5. Slowdown in the industry could impact the Company's business sustainability.

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION

A. Total number of outstanding litigations against the company and amount involved –

Shreno is involved in total 67 (Sixty Seven) outstanding proceeding as on date of this Memorandum. Total amount involved in all the proceeding is approximately Rs. 14.13 crores *

* Liability in certain cases is not quantifiable.

B. Brief details of top 5 material outstanding litigations against the Company and amount involved

Sr. No.	Particulars	Litigation filed by	Current Status	Amount involved (in Rs)
1.	Shreno Ltd - Engg Div I closed its unit on 07/07/2014. Union is demanding that closure was not done in accordance with the provisions of by law (Ref IT No. 34/2016)	Akhil Gujarat General Mazdoor Sangh	Pending for interim relief with the Industrial Court, Vadodara	3,71,60,819
2.	Contract Workers of 3 Contractors retrenched on 21.04.2014 (Comp IT No. 37/2014)	Akhil Gujarat General Mazdoor Sangh	Pending with the Industrial Court, Vadodara	9,480,909
3.	Claim of Permanency of all Contract Workers of three Contractors (Ref IT No. 79/2015)	Akhil Gujarat General Mazdoor Sangh	Pending with the Industrial Court, Vadodara	9,480,909
4.	Company has terminated certain workmen (COM-IT/6/216 to COM-IT/8/2016 and 21 to 23/16 in REF-IT-65/11)	Rashtriya Majdoor Union	Pending with the Industrial Court, Vadodara	3,937,185
5.	Company has terminated workmen (COM-IT/79/2016 to COM-IT/92/2016 in REF-IT-65/11)	Akhil Gujarat General Mazdoor Sangh	Pending with the Industrial Court, Vadodara	4,625,704

A. Regulatory Action, if any - disciplinary action taken by SEBI or stock exchanges against the Promoters / Group companies in last 5 financial years including outstanding action, if any: Not applicable.

B. Brief details of outstanding criminal proceedings against Promoter: Not applicable.

ANY OTHER IMPORTANT INFORMATION AS PER LEAD MANAGER / FIRST TRANSFEREE COMPANY
This Memorandum does not include the complete information of the Company, including its business, operations, assets and liabilities. Nothing in this Memorandum constitutes an offer or an invitation by or on behalf of the First Transferee Company to subscribe for or purchase any of the securities of the First Transferee Company.

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956, the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations issued by the Securities and Exchange Board of India, established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with and no statement in this Memorandum is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulations issued thereunder, as the case maybe. We further clarify that all statements in this Memorandum are true and correct.

Date : 3rd November, 2018

Place : Vadodara

By Order of the Board of Shreno Limited

Sagar Gandhi
Dy. Company Secretary

SHRENO LIMITED Vadodara

FEDEX SECURITIES LTD. MUMBAI

ALEMBIC LIMITED

Corporate Identity Number: L26100GJ1907PLC000033
Registered Office Address: Alembic Road, Vadodara – 390 003, Gujarat, India
Website: www.alembiclimited.com | **Email:** alembic.investors@alembic.co.in
Tel. No.: (0265) 2280550 | **Fax No.:** (0265) 2282506

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH
C A (CAA) NO. 23 OF 2019

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Arrangement involving Demerger between Alembic Limited ('First Demerged Company') and Shreno Limited ('First Transferee Company' or where the context so required 'Second Demerged Company'), and between Shreno Limited and Nirayu Private Limited ('Second Transferee Company') and restructure of capital of Shreno Limited and Nirayu Private Limited.

Alembic Limited, a company)
incorporated under the provisions)
of Indian Companies Act, VI of 1882)
and having its registered office at)
Alembic Road, Vadodara – 390003)
in the State of Gujarat)..... Applicant Company/First Demerged Company

PROXY FORM

Name of the Member(s):			
Registered Address:			
Email Id:			
Folio No./DP ID:		Client ID:	

1. Name: .....
   Address: .....
   .....
   Email Id: .....Signature: .....or failing him
2. Name: .....
   Address: .....
   .....
   Email Id: .....Signature: .....or failing him
3. Name: .....
   Address: .....
   .....
   Email Id: .....Signature: .....

as my/our proxy to attend and vote on a poll for me/us and on my/our behalf at the NCLT convened meeting of the Applicant Company to be held on Tuesday, 9th April, 2019 at 10:30 a.m. at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara – 390 003, Gujarat and at any adjournment thereof in respect of such resolution as is indicated below:

Sr. no.	Particulars
1	Approval of Composite Scheme of Arrangement between Alembic Limited, Shreno Limited and Nirayu Private Limited and their respective shareholders.

Signed this……..... day of…… 2019

Signature of Member(s) ……

Signature of Proxy holder(s) ……

Affix Revenue Stamp

Notes:

1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
2. Please affix revenue stamp before putting signature.
3. Alterations, if any, made in the Form of Proxy should be initialed.
4. In case of multiple proxies, the proxy later in time shall be accepted.
5. Proxy need not be the shareholder of the Company.
6. Body Corporates would be required to deposit certified copies of authorisation giving the requisite authority / Board Resolutions / Power of Attorney in original, as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Applicant Company at least 48 hours before the time of holding the meeting.

ALEMBIC LIMITED

Corporate Identity Number: L26100GJ1907PLC000033
Registered Office Address: Alembic Road, Vadodara – 390 003, Gujarat, India
Website: www.alembiclimited.com | **Email:** alembic.investors@alembic.co.in
Tel. No.: (0265) 2280550 | **Fax No.:** (0265) 2282506

ATTENDANCE SLIP

Please fill Attendance Slip and hand it over at the entrance of the Meeting Hall

MEETING CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL ('NCLT')

Name of the Member(s) / Proxy* (in Block Letters)	
Address	
Folio No.	
DP ID	
Client ID	
No. of Shares held	

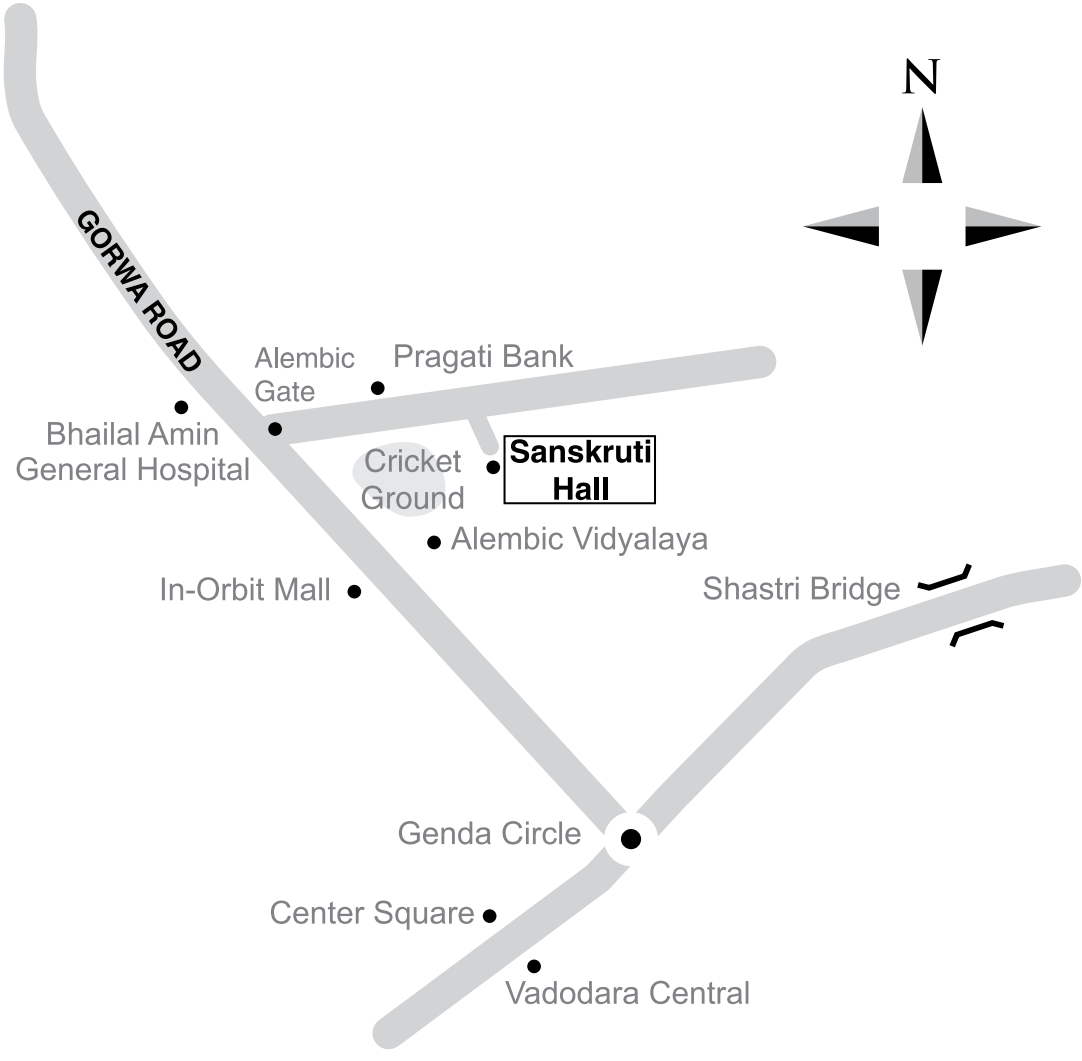
I/We hereby record my/our presence at the NCLT Convened meeting of Equity Shareholders of the Applicant Company pursuant to the Order of the NCLT dated 20th February, 2019 in C A (CAA) No. 23 of 2019 on 9th April, 2019 at 10:30 a.m. at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara – 390 003, Gujarat.

_____
Signature of Member(s) / Proxy*

Notes:

1. Shareholder/Proxy holder wishing to attend the meeting must bring the Attendance Slip to the meeting and hand over at the entrance duly signed.
2. Shareholder/Proxy holder desiring to attend the meeting should bring his/her copy of the Notice for reference at the meeting.
3. Equity Shareholders who hold shares in dematerialized form are requested to bring their client ID and DPID for easy identification of attendance at the meeting.
4. Equity Shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members in respect of such joint holding will be entitled to vote.
5. *Please strike off whichever is not applicable.

Route map to reach the venue of the meeting



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25-2-19

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NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD

CA (CAA) No. 22/NCLT/AHM/2019

Coram: **Hon'ble Mr. HARIHAR PRAKASH CHATURVEDI, MEMBER JUDICIAL**
Hon'ble Ms. MANORAMA KUMARI, MEMBER JUDICIAL

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF AHMEDABAD BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 20.02.2019

Name of the Company: Alembic Ltd.
Shreno Ltd.
Nirayu Pvt. Ltd.

Section of the Companies Act: Section 230-232 of the Companies Act, 2013

S.NO.	NAME (CAPITAL LETTERS)	DESIGNATION	REPRESENTATION	SIGNATURE
1.	SWATI SOPARKAR	ADVOCATE	APPLICANTS	Swati Soparkar
2.				

ORDER

The Applicant is represented through their respective Learned Counsel(s).

The Order is pronounced in the open court, vide separate sheet.

MANORAMA KUMARI
MEMBER (JUDICIAL)

Dated this the 20th February, 2019.

HARIHAR PRAKASH CHATURVEDI
MEMBER (JUDICIAL)

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

NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH

C.A. (CAA.) NO. 23 OF 2019

In the matter of:

Alembic Limited
Having its registered office at
Alembic Road,
Vadodara-390 003
Gujarat .... Applicant First Demerged Company

Shreno Limited
Having its registered office at
Alembic Road,
Vadodara-390 003 .... Applicant First Resulting Company/Transferee Company and Second Demerged Company

Nirayu Private Limited
Having its registered office at
FF-54, Avishkar Complex,
Old Padra Road,
Vadodara-390 015 .... Applicant Second Resulting /Transferee Company

Order delivered on 20th February, 2019

Coram: Hon'ble Shri Harihar Prakash Chaturvedi, Member (Judicial)
Hon'ble Ms. Manorama Kumari, Member (Judicial)

Appearance: Ms. Swati Soparkar, Advocate is present for the applicant companies

ORDER

[Per se: Ms. Manorama Kumari, Member (Judicial)

1. This joint application is filed by the Applicant Companies under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013. The Composite Scheme of Arrangement involves (a) Demerger of the Identified Real Estate Undertaking of Alembic Limited, the Applicant First Demerged Company, to Shreno Limited, the Applicant First Resulting/Transferee Company, (b) Demerger of Engineering Division and Investment Division of Shreno Limited, the Second Demerged Company to Nirayu Private Limited, the Second Resulting/Transferee Company and (c)

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

Restructuring of Share Capital of Shreno Limited and Nirayu Private Limited.

2. The registered office of all the Applicant Companies are currently situated in Vadodara in the State of Gujarat, and hence they are under the jurisdiction of the National Company Law Tribunal, Bench at Ahmedabad.

3. All the three Applicant Companies are empowered by their respective Memorandum of Associations to enter into Scheme of Arrangements. Copies of Memorandum of Association of all the Applicant Companies are annexed with the application as **Annexure A, C and E**. Similarly, the Audited Financial Statements of all the Applicant Companies as on 31st March, 2018 are also annexed with the application as **Annexure B, D and F.** Additionally, the unaudited provisional financial statements of all the Applicant Companies as at 31st October, 2018 are also annexed with the application as **Annexure B-1, D-1 and F-1.** The Divisional Balance sheets of Alembic Limited and Shreno Limited ('the Applicant Demerged Companies') are also annexed with the application as **Annexure B-2 and D-2.**

4. It is stated that all the Applicant Companies belong to the same group of management i.e Alembic Group. The Board of Directors of all the applicant companies envisage the rational and benefits for the Scheme as under:
   i. Unlocking of value and creation of additional liquidity for the shareholders of Alembic Limited, the Applicant First Demerged Company and Shreno Limited, the Applicant Second Demerged Company, which is currently embedded in the value of Alembic Limited, the Applicant First Demerged Company and Shreno Limited, the Applicant Second Demerged Company respectively.
   ii. Elimination of inter-company cross holdings.
   iii. Improved business efficiencies with transfer of project management and consultancy business, services of which are, inter alia, being provided by Alembic Limited, the Applicant First Demerged Company to the Applicant First Transferee Company.
   iv. Achieve cost optimization and specialization for sustained growth.

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

v. Enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial and technical resources, personnel capabilities, skills, expertise and technologies and

vi. Enhancing shareholder value by creating leaner and focused organizations.

It is further stated that the proposed restructuring is in the interest of the shareholders, creditors, employees and other stakeholders in each of the Applicant Companies.

5. It is further stated that Alembic Limited, the Applicant First Demerged Company is a public limited company, listed on Bombay Stock Exchange (BSE) and National Stock Exchange (NSE). The proposed Composite Scheme of Arrangement was first placed before the Audit Committee of the Applicant First Demerged Company and thereafter before the Board of Directors of all the Applicant Companies on 3rd November, 2018. A copy of the Audit Committee Report of Alembic Limited, the Applicant First Demerged Company is annexed with the application as **Annexure G.** The Board of Directors of all the Applicant Companies have thereafter passed requisite resolutions for initiating the Composite Scheme proceedings before this Tribunal for its sanction. Copies of these resolutions are annexed with the Application as **Annexure H (Colly).** Pursuant to the SEBI guidelines, prescribed under SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017, the Applicant First Demerged Company submitted the draft Scheme and has obtained prior approval in form of the observation letters from BSE Limited vide letter dated 24th January, 2019 and from National Stock Exchange of India Limited vide letter dated 25th Janury, 2019. Copies of the aforesaid Observation Letters are annexed with the application as **Annexure- I (Colly).**

6. A copy of the Valuation Report for the proposed Exchange Ratio of Shares to be issued by the respective Resulting Companies obtained from M/s. Chaturvedi & Shah, Chartered Accountants is annexed with the application as **Annexure J.** A copy of the fairness opinion obtained from M/s. Fedex Securities Limited, the Merchant Bankers, is also annexed with the application as **Annexure K**. Copy of the Composite Scheme of Arrangement is annexed with the application as **Annexure L.**

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7. It is stated in the Application that there are no proceedings or investigations pending against any of the Applicant Companies under Sections 210-217, 219, 220, 223 to 227 of the Companies Act, 2013 and/or under Sections 235 to 251 of the Companies Act, 1956. There are no winding up petitions pending against any of the Applicant Companies. The Statutory Auditors of the Applicant Companies have provided the certificate confirming the proposed Accounting Treatment being in conformity with the Applicable Accounting Standard for all the Applicant Companies. The said certificate is annexed as **Annexure-M 1 to M 3** with the application.

8. The following are the reliefs prayed by the Applicant Companies;

(A) THAT separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited, the Applicant First Demerged Company be directed to be convened;

(B) THAT separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Shreno Limited, the Applicant First Resulting Company/Transferee Company and Second Demerged Company be directed to be convened;

(C) THAT meetings of the Equity Shareholders, sole Preference Shareholder and sole Unsecured Creditor of Nirayu Private Limited, the Applicant Second Resulting/Transferee Company be dispensed with; and the meeting of Secured Creditors of Nirayu Private Limited, the Applicant Second Resulting/Transferee Company, is not required to be held as there are no Secured Creditors in the Company.;

(D) THAT the Chairman/men and scrutinizer be appointed for the said meetings of the Applicant Demerged Companies and in respect of adjournment(s), if any, with further directions to the said Chairman/men to report the result of the said meetings to this Tribunal;

(E) THAT the Quorum for the said meetings be fixed and the procedure for voting at the meetings, including voting by proxy be laid out;

(F) THAT necessary directions be issued to the Applicant Demerged Companies for issuing the notices to the concerned shareholders and creditors as well as publication of notices;

(G) THAT necessary directions be issued to the Applicant Companies for the service of notices to the concerned statutory authorities

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

9. Heard the submissions made in this regard by Mrs. Swati Soparkar, learned advocate for the Applicant Companies.

9.1 It is stated that Alembic Limited, the Applicant First Demerged Company is a listed public limited company and has more than 60,000 Equity Shareholders as at 31st December 2018. The company has large size of operations and hence has 4 Secured Creditors. Although, at the moment, there is no outstanding amount of debt, the arrangements with their bankers require the Applicant First Demerged Company to obtain their prior approval to any Scheme of Arrangement. The Applicant First De=merged Company has approx. 240 Unsecured Creditors representing the total value of unsecured debt at Rs. 15.81 crores as on 31st December, 2018. The details for the same are provided in the form of Summary Statement certified by the Chartered Accountant and the same is annexed with the application as **Annexure O.**

9.2 It is stated that Shreno Limited, the Applicant Second Demerged Company, is an unlisted public limited company and has more than 9,000 Equity Shareholders. The company has large size of operations and hence has 3 Secured Creditors representing the total value of unsecured debt at Rs. 3.24 crores as on 31st December,2018. The Applicant Second Demerged Company has approx. 350 Unsecured Creditors representing the total value of unsecured debt at Rs. 31.62 crores as on 31st December,2018. The details for the same are provided in the form of Summary Statement certified by the Chartered Accountant and the same is annexed with the application as **Annexure P.**

9.3 It is stated that Nirayu Private Limited, the Applicant Second Resulting/Transferee Company has only 5 (five) Equity Shareholders and only 1 (one) Preference Shareholder. The said company has no Secured Creditors and only one Unsecured Creditor. All the Equity Shareholders, the sole Preference Shareholder and the sole Unsecured Creditor of the Applicant Second Resulting Company have given their written consent on affidavits approving the proposed Scheme and the same are

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

annexed with the application as **Annexure Q (Colly)** along with certificate from Chartered Accountant confirming the list of Equity Shareholders, Preference Shareholders, Secured Creditors and Unsecured Creditors and further confirming the receipt of the consent affidavits annexed with the application as **Annexure R1 and R2.** In view of the same, it is prayed that meeting of the Equity Shareholders, the sole Preference Shareholder and the sole Unsecured Creditor of the Applicant Second Resulting Company be dispensed with. Since there are no Secured Creditors, it is not necessary to convene and hold meeting of Secured Creditors of the Applicant Second Resulting Company.

10. Having perused the application and the documents annexed therewith, this Tribunal passes the following order;

i. Separate meetings of the Equity Shareholders, Secured Creditors as well as Unsecured Creditors of Alembic Limited, the Applicant First Demerged Company, shall be convened and held at "Sanskruti", Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, in the state of Gujarat, on 9th day of April 2019, respectively at 10.30 a.m., 11.30 a.m. and 12.30 p.m. for the purpose of considering and, if thought fit, approving the proposed Composite Scheme of Arrangement, with or without modifications.

ii. Separate meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Shreno Limited, the Applicant First Resulting/Transferee Company and Second Demerged Company, shall be convened and held at "Sanskruti",Alembic Corporate Conference Center, Opp. Pragati Sahakari Bank Limited, Alembic Colony, Vadodara - 390 003, in the state of Gujarat, on 9th day, of April 2019 respectively at 2.30 p.m., 3.30 p.m. and 4.30 p.m. for the purpose of considering and, if thought fit, approving the proposed Composite Scheme of Arrangement, with or without modifications;

iii. The meetings of the Equity Shareholders, sole Preference Shareholder and sole Unsecured Creditor of Nirayu Private

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

Limited, the Applicant Second Resulting/Transferee Company are dispensed with in light of the consent letters received from all of them on affidavits.

iv. This Tribunal is of the view that it is not required to convene and hold the meeting of the Secured Creditors of Nirayu Private Limited, the Applicant Second Resulting Company as there are no Secured Creditors of the Applicant Second Resulting Company.

v. Alembic Limited, the Applicant First Demerged Company, being a listed public limited company, is required to provide facility for Postal Ballot and remote e-voting to its shareholders. In view of the same, the Applicant Company is directed to carry out voting through (i) Postal Ballot (ii) remote e-voting, and (iii) Ballot or Polling Paper at the venue of the meeting of Equity Shareholders of the Applicant First Demerged Company to be held on 9th April, 2019. In case of meetings of Secured and Unsecured Creditors of the Applicant First Demerged Company, voting shall be carried out through ballot/polling paper at the venue of the meetings.

vi. Shreno Limited, the Applicant First Resulting/Transferee and Second Demerged Company, being an unlisted public limited company having more than 1000 shareholders, is required to provide facility for remote e-voting and Postal Ballot to its shareholders. In view of the same, the said Applicant Company is directed to carry out voting through (i) Postal Ballot (ii) remote e-voting, and (iii) Ballot or Polling Paper at the venue of the meeting of Equity Shareholders of the said Applicant Company to be held on 9th April, 2019. In case of meetings of Secured Creditors and Unsecured Creditors of the Applicant First Resulting Company, voting shall be carried out through ballot/polling paper at the venue of the meetings.

vii. At least one month before the date of the meetings, a notice in Form No. CAA 2 convening the said meetings indicating the day, the date, the place and the time as aforesaid, together with a copy of the Scheme of Arrangement, copy of the Explanatory

Statement required to be sent under Section 102 of the Act, read with Sections 230 and 232 of the Act and Rule 6 of the Companies (CAA) Rules, 2016 and the prescribed Form of Proxy shall be sent to each of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant Demerged Companies at their respective or last known addresses either by Registered Post/Speed Post or by Courier or by e mail. The aforesaid notice and other documents shall also be placed on the website of the respective Applicant Demerged Companies, if any. The notices shall be sent to all the concerned Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant Demerged Companies with reference to the said lists as on 31st December,2018.

viii. At least one month before the date of meetings, publication about convening the said meetings, indicating the day, the date, the place and the time as aforesaid, shall be made once in English Daily 'Indian Express' Vadodara Edition and Gujarati translation thereof in Gujarati daily 'Sandesh' Vadodara edition for such meetings. The publication shall also indicate that the statement required to be furnished pursuant to Section 102 of the Act, read with Sections 230 and 232 of the Act and the prescribed proxy can be obtained free of charge at the Registered Office of the Applicant Demerged Companies or at the office of the Advocate, i.e. Mrs. Swati Saurabh Soparkar, 301, Shivalik-10, Opp. SBI Zonal Office, S. M. Road, Ambavadi, Ahmedabad 380 015 in accordance with second proviso to sub-section (3) of Section 230 and Rule 7 of the Companies (CAA) Rules, 2016.

ix. Mr. Devang Nanavati, a Practicing Advocate, and failing him, Mr. Janak Bathiya, a Practicing Advocate, and failing him, Mr. C. P. Buch, the Independent Director of Alembic Limited, the Applicant First Demerged Company, shall be the Chairman of the said meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited, the Applicant First Demerged Company to be held at Vadodara on 9th April, 2019 and in respect of any adjournment or adjournments thereof.

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x. Mr. Devang Nanavati, a Practicing Advocate, and failing him, Mr. Janak Bathiya, a Practicing Advocate, and failing him, Mr. Mayur Jadeja, the Independent Director of Shreno Limited, the Applicant Second Demerged Company, shall be the Chairman of the said meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of Shreno Limited, the Applicant Second Demerged Company, to be held at Vadodara on 9th April, 2019 and in respect of any adjournment or adjournments thereof.

xi. Mr. S. Samdani, partner of M/s. Samdani Shah & Kabra, Practicing Company Secretaries, shall act as the scrutiniser for the said meetings.

xii. The Chairman appointed for the aforesaid meetings shall make publication of notices in the newspapers as stated above and send out notices of the said meetings. The Chairman is free to avail the services of the Applicant Demerged Companies or any agency for carrying out the aforesaid directions. The Chairman of the meetings shall have all the powers under the Articles of Association of the respective Applicant Companies and also under applicable rules, including for deciding any procedural questions, that may arise at the meetings or adjournment(s) thereof proposed at the said meetings, amendment(s) to the aforesaid Scheme or resolution, if any, proposed at the aforesaid meetings by any person(s); and to ascertain the decision of the respective meetings through e-voting, postal ballot or on a poll i.e. by polling paper/ballot.

xiii. The quorum for the meetings of Equity Shareholders, Secured Creditors and Unsecured Creditors of Alembic Limited, the Applicant First Demerged Company, shall be 30 (Thirty) Equity Shareholders, 1 (One) Secured Creditor and 15 (Fifteen) Unsecured Creditors present in person or by authorized representative or by proxy. In case of Shreno Limited, the Applicant Second Demerged Company the same shall be 10 (Ten) Equity Shareholders, 1 (One) Secured Creditor and 15 (Fifteen) Unsecured Creditors present in person or by authorized representative or by proxy.

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xiv. Voting by proxy/authorized representative is permitted provided that the proxy in the prescribed form/authorization duly signed by the person entitled to attend and vote at the aforesaid meetings, is filed with the respective Applicant Demerged Companies at their registered offices at Vadodara not later than 48 hours before the said meetings.

xv. The number and value of the vote of each Equity Shareholder and the value of debt of the Secured Creditors and Unsecured Creditors of the Applicant Companies, as the case may be, shall be in accordance with the register or records of the Applicant Companies for Equity Shareholders and as per the entries in the books of accounts of the Applicant Companies for the Secured Creditors and Unsecured Creditors and where the entries in the records are disputed, the Chairman of the meetings shall determine the value for the purposes of the said meetings.

xvi. The Chairman shall file an affidavit not less than 7(seven) days before the date fixed for convening and holding of the said meetings and to report to this Tribunal that the directions regarding issuance of notices and publication of the notice of the meetings have been duly complied with as per Rule 12 of the Companies (CAA) Rules, 2016.

xvii. It is further ordered that the Chairman shall report to this Tribunal on the result of the said meetings in Form No CAA4, verified by his affidavit, as per Rule 14 of the Companies (CAA) Rules, 2016 within 20 (Twenty) days of the conclusion of the last of the meetings.

11. In compliance of sub-section (5) of Section 230 of the Act and Rule 8 of the Companies (CAA) Rules, the Applicant Companies shall send a Notice of meetings in Form No. CAA 3 with a copy of the Scheme of Arrangement, the Explanatory Statement and the disclosures mentioned under Rule 6 (to the extent applicable) to:

(i) (a) Central Government through the Regional Director, North Western Region,

(b) the Registrar of Companies, Gujarat; and

(c) the Income Tax Authorities;

for all the Applicant Companies;

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(ii) (a) Reserve Bank of India;
for both the Applicant Demerged Companies;

(iii) (a) BSE Limited;
(b) National Stock Exchange of India Limited; and
(c) Securities and Exchange Board of India;
for the Applicant First Demerged Company only;

stating that representations, if any, to be made by them shall be made within a period of 30 (Thirty) days from the date of receipt of such notice, failing which it will be deemed that they have no objection to make on the proposed Scheme of Arrangement. The said notices shall be sent forthwith after the notice for the meetings are sent to the concerned Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant Companies, either by Registered Post or by Speed Post or by Courier or by Hand Delivery at the offices of the aforesaid statutory authorities as required by sub-rule (2) of Rule 8 of the Companies (CAA) Rules,2016. The aforesaid statutory authorities, who desire to make any representation under sub-section (5) of Section 230 shall send the same to this Tribunal with a copy of the same to be supplied to the Applicant Company within a period of 30 (Thirty) days from the date of such service.

12. This Company Application is disposed of accordingly.

Ms. Manorama Kumari
Member (Judicial)

Harihar Prakash Chaturvedi
Member (Judicial)

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

LCT