

ASTRAZENECA PHARMA INDIA LIMITED

Regd. Office: "Avishkar", Off Bellary Road,
Hebbal, Bangalore 560 024
Tel: 080-67748000 - Fax: 080-26322015

September 14, 2011

To : The Members,

Re.: Abstract and Memorandum of Concern or Interest under Section 302 of the Companies Act, 1956

At the meeting of the Board of Directors held on September 14, 2011, the tenure of Mr Anandh Balasundaram (hereinafter referred to as "Mr Anandh") was re-appointed as the Managing Director of the Company for a period of 3 years effective August 01, 2011, subject to the approval of the Shareholders in a General Meeting.

An Agreement dated September 14, 2011, (hereinafter referred to as "the Agreement") has been entered into between the Company and Mr Anandh setting out the terms and conditions of his re-appointment as Managing Director of the Company.

In compliance with the provisions of Section 302 of the Companies Act, 1956, ("the Act"), an abstract of the terms of the Agreement together with the Memorandum of Concern or Interest of the directors therein is set out below:

ABSTRACT

1. Subject to the approval of the Shareholders of the Company in a General Meeting, Mr Anandh shall serve as the Managing Director of the Company for a further period of 3 (Three) years from August 01, 2011 unless his employment is previously determined in pursuance of any of the provisions of the Agreement.
2. Mr Anandh, as Managing Director, to have the general control of the business of the Company and be vested with the management of the day to day affairs of the Company and to have power to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things which in ordinary course of such business he may consider necessary or proper or in the best interest of the Company, subject to the superintendence, control and direction of the Board and subject to such restrictions or limitations on his powers and authorities as the Board may in its discretion determine from time to time.
3. Mr Anandh to devote his whole time and attention during business hours to the business and affairs of the Company and to exert his best endeavours to promote its interests and welfare.
4. Mr Anandh to undertake such traveling in and outside India as may be necessary in the interests of the Company's business or as may from time to time be required or directed by the Board in connection with or in relation to the business of the Company.
5. The Company to pay to Mr Anandh in consideration of the faithful and proper performance by him of his duties and functions as Managing Director:
 - (i)
 - (a) Salary : A salary of Rs. 4,83,000/- (Rupees Four Lakhs Eighty Three Thousands only) per month with such increments as the Board may in its absolute discretion determine.
 - (b) Personal Pay: An amount of Rs. 4,74,000/- (Rupees Four Lakhs Seventy Four Thousands only) per month with such increments as the Board may in its absolute discretion determine.
 - (c) Performance Bonus: Such performance linked bonus, as the Board may in its absolute discretion determine.
 - (ii) Mr Anandh to be also entitled to the following benefits:
 - (a)
 - (i) house rent allowance @ 40% of Salary; and
 - (ii) use of one Computer, Telephone and Broadband facility at Mr. Anandh's residence, the rent, call charges and other outgoings in respect thereof to be paid by the Company save and except for personal long distance calls which shall be billed by the Company to, and payable by, Mr. Anandh directly
 - (b) reimbursement of entertainment expenses reasonably incurred by Mr Anandh exclusively for the purpose of the business of the Company.
 - (c) utilisation of the club facilities of the Company, in accordance with the rules of the Company for the time being in force, but excluding admission and life membership fees.

- (d) the benefit of personal accident insurance policy in accordance with the Company's Scheme for the time being in force.
 - (e) the benefit of the Company's Provident Fund Scheme in accordance with the Rules of the Scheme for the time being in force, subject to the condition that the Company's contribution thereto shall not exceed such percentage of Mr Anandh's salary as may be permitted from time to time under the Income Tax Rules, 1962, for the time being in force.
 - (f) the benefit of the Company's Superannuation Scheme in accordance with the Rules of the Scheme for the time being in force, subject to the condition that the Company's contribution thereto together with the Company's contribution to the Provident Fund shall not exceed such percentage of Mr Anandh's salary as is permitted from time to time under Income Tax Rules, 1962 for the time being in force.
 - (g) gratuity at the rate of one month's salary for each completed year of service as Managing Director.
 - (h) encashment of unavailed privilege leave at the end of his tenure of office as Managing Director of the Company in accordance with the Rules of the Company for the time being in force.
 - (i) use of a Company owned or leased motor car with driver, all expenses for running of such motor car to be borne by the Company. The use of such motorcar by Mr Anandh for private purpose, shall be billed by the Company to, and payable by Mr Anandh directly.
 - (iii) In addition to the foregoing, Mr. Anandh shall also be entitled to medical benefits, leave travel concessions and expenses for providing Security Guard at residence, in accordance with the Rules of the Company in force from time to time.
 - (iv) Income Tax, if any, on or in respect of the aforesaid remuneration to be borne and paid by Mr Anandh.
 - (v) The total remuneration of Mr Anandh including salary, performance bonus and perquisites as aforesaid, not in any event to exceed 5% of the net profits of the Company in any year computed in accordance with the Act.
 - (vi) If in any financial year during the continuance of the employment of Mr Anandh as Managing Director, the Company has no profits or its profits are inadequate, he shall be entitled to remuneration as aforesaid subject to the limits of minimum remuneration prescribed by Schedule XIII to the Act.
6. Mr Anandh not to engage in any other business, occupation or employment whatsoever while in the Company's employment.
7. The Agreement may however be terminated by not less than 90 days notice in writing by either party without necessity of showing any cause. Mr Anandh's employment may however be terminated by the Company at any time by payment to him of 3 months' salary in lieu of such notice.

Memorandum of Concern or Interest

Mr Anandh interested in his re-appointment as Managing Director of the Company.

For and on behalf of Board of Directors of
AstraZeneca Pharma India Limited


Raghunath Rath
Company Secretary

Place: Mumbai