IN THE HIGH COURT OF MADHYA PRADESH
BENCH AT INDORE

(Original Company Jurisdiction)

COMPANY PETITION NO. 5 OF 2014

In the matter of the Companies Act, 1956;

AND

In the matter of the Scheme of Amalgamation of GG Real Estate Private Limited with Sitashree Food Products Limited under Section 391-394 of the Companies Act, 1956;

AND

In the matter of:

GG REAL ESTATE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its **Registered Office** at 85, Janki Nagar, Indore-452001 (M.P.)

PETITIONER NO.1/ TRANSFEROR

SITASHREE FOOD PRODUCTS LIMITED a Company incorporated under the Companies Act, 1956 and having its **Registered Office** at 332/4/2, R.D. Udyog Nagar, Palda Nemawar Road, Mathurawala's Colony, Indore-452001 (M.P.)

PETITIONER NO.2/ TRANSFEREE

NOTICE CONVENING MEETING OF EQUITY SHAREHOLDERS

To
The Equity Shareholders of
Sitashree Food Products Limited

TAKE NOTICE that by an Order made on 10th March, 2014, and subsequent order dated 3rd April, 2014 the Hon'ble High Court of Madhya Pradesh, Bench at Indore has directed that a meeting of the Equity Shareholders of Sitashree Food Products Limited, the Petitioner No.2 Company be held at "Goverdhan Lal Ojha Sabhagrah", 3rd Floor, Bharti Bhawan, Shri Madhya Bharat Hindi Sahitya Samiti, 11, R.N.T. Marg, Indore (M.P.) on Saturday the 17th May, 2014 at 11:00 a.m., for the purpose of considering, and if thought fit, approving, with or without modification(s), the compromise or arrangement proposed to be made between the said company and its equity shareholders.

Take further notice that in pursuance of the said order a meeting of the Equity Shareholders of the Petitioner No.2 Company will be held at "Goverdhan Lal Ojha Sabhagrah", 3rd Floor, Bharti Bhawan, Shri Madhya Bharat Hindi Sahitya Samiti, 11, R.N.T. Marg, Indore (M.P.) on Saturday the 17th day of May, 2014 at 11:00 a.m., when you are requested to attend.

Take further notice that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you, is deposited at the registered office of the company at 332/4/2, R.D. Udyog Nagar, Palda Nemawar Road, Mathurawala's Colony, Indore-452001 (M.P.), not later than 48 hours before the meeting.

The Hon'ble Court has appointed Shri Sanjeev Kohali, Advocate as Chairman and failing him, Shri Vaibhav Jain, Advocate as Alternate Chairman of the said meeting.

A copy each of the special resolution, scheme of amalgamation, the explanatory statement under section 393, postal ballot form and a form of proxy is enclosed.

Dated this 9TH Day of April, 2014

Chairman
Appointed for the meeting

Special Resolution:-

Approval of Scheme of Amalgamation:-

"**RESOLVED THAT** the amalgamation as embodied in the Scheme of Amalgamation of GG Real Estate Private Limited with Sitashree Food Products Limited, pursuant to Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 (including any amendment to or re-enactment thereof) and placed before the meeting be and is hereby approved by the equity shareholders of the Company;

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the arrangement embodied in the Scheme of Amalgamation, to make such modifications or amendments or additions to the Scheme or consent to any conditions or limitations which either the Board of Directors of the Company may deem fit, to accept such modification and/or imposed by the Hon'ble High Court of Madhya Pradesh, Bench at Indore and/or by any other authority, while sanctioning the amalgamation embodied in the Scheme and to execute all acts, instruments, deeds, matters and things necessary, or to review the position relating to the satisfaction of the conditions of the Scheme and if necessary, to waive any of those (to the extent permissible by law) for bringing the Scheme of Amalgamation into effect."

Chairman
Appointed for the meeting

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

1. Pursuant to the order dated 10th March, 2014, and the subsequent order dated 3rd April, 2014 passed by the Hon'ble High Court of Madhya Pradesh, Bench at Indore (**High Court**) in the Company Petition referred to hereinabove, a meeting of the Equity Shareholders of the Petitioner No.2 Company, to be held at "Goverdhan Lal Ojha Sabhagrah", 3rd Floor, Bharti Bhawan, Shri Madhya Bharat Hindi Sahitya Samiti, 11, R.N.T. Marg, Indore (M.P.) on Saturday, the 17th day of May, 2014, is being convened for the purpose of considering, and if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation of GG Real Estate Private Limited with Sitashree Food Products Limited (the **"Scheme"**).

2. In this statement, the Petitioner No.1 Company is referred to as "**GG Real Estate**" or the "**Transferor Company**" and the Petitioner No.2 Company is referred to as "**Sitashree Food**" or "**the Transferee Company**". Where the context so requires, GG Real Estate and Sitashree Food are together referred to as the "**Companies**".

3. A copy of the Scheme, setting out the terms and conditions of the amalgamation between the Transferor Company and the Transferee Company is enclosed. The respective Board of Directors of the Companies approved the Scheme on 17th May, 2013.

4. The Petitioner No.1 Company i.e. *GG Real Estate Private Limited* was incorporated on 14th November, 2007 under the Companies Act, 1956 (hereinafter referred to as the "*Act*"). The registered office of the Petitioner No.1 Company is situated at 85, Janki Nagar, Indore-452001 (M.P.).

5. The share capital of the Petitioner No.1 Company as on 31st March, 2013 is as follows:

Particulars	Amount in ₹
Authorised:	
50,000 equity shares of ₹ 10/- each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up:	
11,000 equity shares of ₹ 10/- each	1,10,000
Total	**1,10,000**

After 31st March, 2013, there is no change in the share capital structure of the Petitioner No.1 Company.

6. The Petitioner No.1 Company commenced its business operations immediately on its incorporation and is a going concern.

7. The Petitioner No.2 Company i.e. *Sitashree Foods Products Limited* was incorporated on 17th April, 1996 as Sitashree Food Products Private Limited under the Act and on 29th January, 1997 the company became public limited as Sitashree Foods Products Limited. The registered office of the Petitioner No.2 Company is situated at 332/4/2, R.D. Udyog Nagar, Palda Nemawar Road, Mathurawala's Colony, Indore-452001 (M.P.).

8. The share capital of the Petitioner No.2 Company as on 31st March, 2013 was as under:

Particulars	Amount in ₹
Authorised:	
3,45,00,000 equity shares of ₹ 10/- each	34,50,00,000
Total	**34,50,00,000**

Issued, Subscribed and Paid-up:	
2,20,36,800 equity shares of ₹ 10/- each	22,03,68,000
Total	**22,03,68,000**

The share capital of the Petitioner No.2 Company as on 31st March, 2014 is as under:

Particulars	**Amount in ₹**
Authorised:	
3,45,00,000 equity shares of ₹ 10/- each	34,50,00,000
2,50,00,000, 0% non-convertible redeemable preference shares of ₹ 10/- each	25,00,00,000
Total	**59,50,00,000**
Issued, Subscribed and Paid-up:	
2,10,00,000, 0% non-convertible redeemable preference shares of ₹ 10/- each	21,00,00,000
2,78,34,174 equity shares of ₹ 10/- each	**27,83,41,740**
Total	**48,83,41,740**

9. The Petitioner No.2 Company commenced its business of processing of food products immediately after incorporation and has been carrying on the same since 1996.

10. The Transferor and the Transferee Companies are promoted by and are under the same management and common control of Agrawal Family and the directors of the Company must be considered interested in the Scheme of Amalgamation to the extent of their respective directorship and shareholding in the companies.

11. The circumstances and/or reasons and/or grounds that have necessitated and/or justified the Scheme and the advantages thereof are, inter alia, as follows:

    11.1 The Transferor and Transferee Companies are under the same management and are being managed by the same family. The Transferee Company is holding 100% equity shares of the Transferor Company in its own name and in the name of its nominee in terms of provisions of Section 49 of the Act, and therefore the Transferor Company is a wholly owned subsidiary of the Transferee Company. Therefore, in order to reduce the cost of management of two companies and to make the management more effective over the business operations of both the companies, it is proposed to amalgamate Transferor Company with the Transferee Company.

    11.2 The merger shall not only reduce the cost of operations but shall also bring the following benefits:-

    (a) the amalgamation would enable to bring the entire business of the companies under one umbrella;
    (b) Consolidation of the business operations of the Transferor and the Transferee Companies by way of amalgamation would lead to a more efficient utilization of capital and create a stronger base for future growth of the amalgamated entity;
    (c) Greater efficiency in cash management of the amalgamated entity, and unfettered access to cash-flow generated by the combined business which can be deployed more efficiently to fund growth opportunities;
    (d) Benefit of operational synergies to the combined entity and greater leverage in operations planning and process optimization;
    (e) Cost savings are expected to flow from more focused operational efforts, rationalization and standardization of administrative expenses.

12. The salient features of the Scheme are:

    12.1 The Appointed Date is 1st April, 2012;

    12.2 On the Scheme being effective, the assets, liabilities, powers, authorities, licenses, registrations, permissions, approval to the transferor company shall vest in the transferee company and the concerned person/ authority shall facilitate its vesting in the transferee company without hindrance or let from the appointed date;

    12.3 All assets of the undertaking as are movable in nature or immovable, properties, investments, outstanding, receivables, debtors, estates, rights, title, interest and authorities belonging to the transferor company shall vest in the transferee company from the appointed date;

    12.4 All the debts, liabilities, duties and obligations of the transferor company as on the appointed date shall be on account of the transferee company;

    12.5 The unabsorbed depreciation under the Income Tax Act, 1961, shall be treated as the unabsorbed depreciation of the transferee company who shall be entitled to carry forward the said unabsorbed depreciation under the Income Tax Act, 1961, of the transferor company and to revise its income tax returns including any loss returns, accordingly;

    12.6 All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the transferor company in respect of the operations and/or the profits of the business before the appointed date, shall be on account of the transferee company and, insofar as it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the transferor company in respect of the profits or activities or operation of the business after the appointed date or wherever such deduction of tax at source, advance tax, minimum alternate tax stands or any other tax demand adjusted against the refund in any of the tax proceedings and stands refundable to the transferor company as on the effective date, the same shall be deemed to be the corresponding

item paid/payable/refundable by/to the transferee company and, shall, in all such tax proceedings, be dealt with accordingly;

12.7 Any unutilized Modvat/Cenvat/Service tax Credit under Modvat/ Cenvat Credit Rules framed under Central Excise Act, 1944 or Service Tax Credit Rules framed under Finance Act, 1994 lying in the Registers of or to the account of the transferor company for the Excise Duty/Customs Duty (including CVD)/ Service Tax paid on inputs/capital goods shall be entitled to carry forward/claim credit of such unutilized Modvat/Cenvat/Service tax Credit under Modvat/Cenvat/ Service Tax Credit Rules to the account of the transferee company from the date the scheme becomes effective;

12.8 All contracts, deeds, registrations, licenses, permissions, authorizations under any law, bonds, agreements and other instruments of whatsoever nature to which the transferor company are party, or to the benefit of which the transferor company may be eligible and which are subsisting or having effect immediately before the effective date and covered under undertaking, without any further act, instrument or deed, shall, remain in full force and effect against or in favour of the transferee company, and may be enforced by or against the transferee company as fully and effectively as if, instead of the transferor company, the transferee company had been a party or beneficiary or obligee thereto. The transferee company shall enter into and/or issue or execute deeds, writings or confirmations in order to give formal effect to the provisions of this clause, and to the extent that the transferor companies are required, prior to the effective date, to join in any such deeds, writings, or confirmations, the transferee company shall be entitled to act for and on behalf of and in the name of the transferor company;

12.9 All rights and licenses relating to trade marks, know-how, technical data, trade names, description, trading style, franchisee, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights, title or interest in intellectual property rights, powers, facilities of every kind and descriptions of whatsoever nature in relation to the undertaking of the transferor company or to which the transferor company are party or to the benefit of which the transferor company may be entitled/eligible and which are subsisting or have effect immediately before the appointed date, shall be in full force and effect on, or against, or in favour of the transferee company and may be enforced as fully and effectually as if, instead of the transferor company, the transferee company had been a party or beneficiary or oblige thereto;

12.10 The transferee company shall be entitled to use the name, turnover, experience, balance sheet and profit and loss account of the transferor companies as its own for participation in new tenders;

12.11 All legal suits, writs, appeals, revisions and other legal proceedings pending against the transferor company shall not abate or discontinue and shall continue against or by the transferee company;

12.12 All employees of the transferor company as are engaged in the company shall continue to work with transferee company without loss of benefit of continuity and their terms and conditions of employment shall not be less favourable than those applicable to them as employees of the transferor company with continuity of their all statutory benefits;

12.13 in consideration of the transfer of and vesting of the undertaking of the transferor company to the transferee company in terms of the Scheme the authorised share capital of the transferor company shall merge in the authorised share capital of the transferee company and the authorised share capital of the transferee company after the scheme coming into effect, shall without any further act or deed be automatically increased from Rs.34,50,00,000/- (Rupees thirty four crores fifty lacs) divided into 3,45,00,000 (Three crores forty five lacs) equity shares of Rs.10/- (Rupees ten) each to Rs.34,55,00,000/- (Rupees thirty four crores fifty five lacs) divided into 3,45,50,000 (Three crores forty five lacs fifty thousand) equity shares of Rs.10/- (Rupees ten) each and consequently Clause V of the Memorandum of Association of the transferee company (relating to authorised share capital) shall without any further act, instrument or deed be stand altered, modified and amended pursuant to Sections 16, 94 and 394 and other applicable provisions of the Act.

12.14 The Transferee Company is holding the entire shareholding (100%) of the transferor company in its own name and in the name of its nominee in terms of provisions of Section 49 of the Companies Act, 1956 and therefore the Transferor Company is a wholly owned subsidiary company of the Transferee Company. Upon the scheme being effective, the entire paid-up share capital in the aforementioned Transferor Company shall stand cancelled and extinguished and in lieu thereof no allotment of any fresh shares in the Transferee Company shall be made to any member/person whatsoever;

12.15 the shares or the share certificates of the Transferor Company in relation to the shares held by the Transferee Company and its nominee members shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the appointed date;

12.16 the Transferee Company shall not be required to file any form or document concerning the increase in the authorised share capital with the Office of the Registrar of Companies, Madhya Pradesh and the authorized share capital of the transferee company as above shall, without any further act or deed or payment of fee shall automatically be increased.

12.17 The companies shall follow necessary and applicable accounting standards.

12.18 The transferor companies shall stand dissolved without winding-up;

12.19 The transferor and transferee Companies shall make a joint application and petition to the Hon'ble High Court of Madhya Pradesh/ National Law Tribunal seeking approval to the Scheme under Sections 391and 394 of the Act;

12.20 The scheme shall be conditional upon approval of the shareholders of the Transferee Company, which is a listed company, by way of a special resolution passed at a duly convened meeting of its shareholders at which an option shall be available to the shareholders for voting through postal ballet and e-voting and the special resolution shall be acted upon only if the votes cast by public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it.

12.21 The Board of Directors shall have right to modify the Scheme and the Scheme shall be conditional upon approval of the Hon'ble High Court and filing of the order with the Office of the Registrar of Companies; and

12.22 Expenses in connection with the scheme shall be borne by the transferee company;

The Equity shareholders and Creditors of the Petitioner No.2 Company are requested to read entire text of the Scheme to get better acquainted with the provisions thereof. The aforesaid are only the salient features of the Scheme.

13. No investigation proceedings have been instituted and/or pending in relation to the Petitioner No.2 Company under section 235 to 251 of the Act.

14. No Petition under Section 397 or 398 of the Act has been filed against the Petitioner No.2 Company. There have also been no material changes in the affairs of the Petitioner Company except for what has been done in the normal course of business.

15. No one shall be prejudiced if the proposed Scheme of amalgamation is approved. The Scheme will benefit and is in all the interest of the shareholders, secured and unsecured creditors of the Petitioner No.2 Company and the public at large.

16. The following documents will be open for inspection at the Registered Office of the Petitioner No.2 Company between 11.00 a.m. and 2.00 p.m. on any working day upto one day prior to the date of the meeting:

(i) The Memorandum and Articles of Association of the Petitioner No.2 Company;
(ii) The audited annual accounts of the Petitioner No.2 Company as on 31st March, 2013;
(iii) A copy of the order dated 10th March, 2014 passed by the Hon'ble High Court of Madhya Pradesh, Indore Bench in Company Petition No.5 of 2014 directing convening of the meeting;
(iv) A copy of the order dated 3rd April, 2014 passed by the Hon'ble High Court of Madhya Pradesh, Indore Bench in Review Petition No.140 of 2014 directing meeting of the shareholders to be held on 17th May, 2014;
(v) A copy of the Scheme of Amalgamation;
(vi) A copy of the statement under Section 393 of the Act;
(vii) A certified copy of the resolutions passed by the Board of Directors of the Petitioner No.2 Company for approval of the Scheme;
(viii) A copy of the Company Petition No.5 of 2014.
(ix) NOC dated 10th September, 2013 issued by National Stock Exchange;
(x) NOC dated 10th September, 2013 issued by Bombay Stock Exchange;

17. This statement is and should also be treated as an Explanatory Statement under Section 173 and also Section 393 of the Act. A copy of the Scheme and this Statement may also be obtained from the Registered Office of the Petitioner No.2 Company. A copy of the Annual Report of the Applicant Companies for the year ended 31st March, 2013 may also be obtained from the Registered Office of the Petitioner No.2 Company.

Chairman
Appointed for the meeting

Date: 09.04.2014
Place: Indore

SCHEME OF AMALGAMATION
OF
GG REAL ESTATE PRIVATE LIMITED
WITH
SITASHREE FOOD PRODUCTS LIMITED

This Scheme of Amalgamation provides for the Amalgamation of GG Real Estate Private Limited with Sitashree Foods Products Limited pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act, 1956.

1. DEFINITIONS

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

1.1 "**Act**" means the Companies Act, 1956 and any amendments and/or re-enactment thereof for the time being in force.

1.2 "**Appointed Date**" means 1st April, 2012.

1.3 **"Appropriate Authority**" means any governmental, statutory, regulatory, departmental or public body or authority of the relevant jurisdiction, including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Company Law Board, National Company Law Tribunal and High Court.

1.4 "**GG Real Estate**" or "**the Transferor Company**" means *GG Real Estate Private Limited;* a company incorporated under the provisions of the Act, having its registered office at 85 Janki Nagar, Indore-452001, Madhya Pradesh.

1.5 **"Sitashree Food**" or "**the Transferee Company**" means *Sitashree Food Products Limited;* a company incorporated under the provisions of the Act, having its registered office at 332/4/2, R.D. Udyog Nagar, Palda, Indore-452001, Madhya Pradesh.

1.6 "**Effective Date**" means the last of the dates on which all conditions, matters and filings referred to in Clause 17 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained.

References in this Scheme to the date of "**Coming into effect of this Scheme"** or **"Upon the Scheme being effective"** shall mean the Effective Date.

1.7 "**High Court**" means the Hon'ble High Court of Madhya Pradesh, Bench at Indore. The term High Court shall also mean and include the jurisdictional Bench of the National Company Law Tribunal, if before coming into effect of this scheme, the provisions of the Companies Act, 1956 are amended and the powers of the High Court are delegated to the National Company Law Tribunal.

1.8 "**The Scheme**" or "**This Scheme**" means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the High Court.

1.9 "**Business of the Transferor Company**" means the entire business of the Transferor Company and shall include (without limitation):

(i) All the properties, assets and liabilities of the Transferor Company as on the Appointed Date.

(ii) Without prejudice to the generality of the foregoing clause, the Business of the Transferor Company shall include all the Transferor Company's reserves and the authorised share capital, movable and immovable properties including investments, funds belonging to or utilised for the Transferor Company, bank accounts, claims, powers, authorities, allotments, share application money, approvals, consents, permissions, registrations, contracts, engagements, arrangements, benefits arising out of statutory notifications, rights, credits, titles, interests, benefits, memberships, advantages, leasehold rights, brands, tenancy rights, other intangibles, industrial and other licences, permits, authorisations, quota rights, know-how, trade-marks, designs, copyrights, patents and other intellectual properties, trade secrets, confidential information, domain names, import quotas, telephones, telex, facsimile, email, internet, leased line connections and other communication facilities and equipment and installations, utilities, electricity and other services, rights and benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, dossiers, registered/unregistered user rights and licences, lists and other details of present and former customers and suppliers, customers credit information, customer and supplier pricing information and other records in connection with or relating to the Transferor Company and all other interest, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situate, belonging to or in the ownership, power or possession or control of the Transferor Company and all debts, liabilities, contingent liabilities, warrants, duties and obligations of the Transferor Company.

2. SHARE CAPITAL

2.1 The Share Capital of the Transferor Company as on 31st December, 2012 is as under:

Particulars	**Amount in ₹**
Authorised:	
50,000 equity shares of ₹ 10/- each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up:	
11,000 equity shares of ₹ 10/- each	1,10,000
Total	**1,10,000**

Subsequent to above date, there is no change in share capital of the Transferor Company.

2.2 The present Share Capital of the Transferee Company is as under:

Particulars	**Amount in ₹**
Authorised:	
3,45,00,000 equity shares of ₹ 10/- each	34,50,00,000
Total	**34,50,00,000**
Issued, Subscribed and Paid-up:	
2,20,36,800 equity shares of ₹ 10/- each	22,03,68,000
Total	**22,03,68,000**

2.3 The Transferee Company holds the entire paid up share capital of the Transferor Company, therefore the Transferor Company is a wholly owned subsidiary of the Transferee Company.

3. **RATIONALE OF THE SCHEME**

The amalgamation of the Transferor Company with the Transferee Company would *inter-alia* have the following benefits:

(a) Consolidation of the business operations of the Transferor and the Transferee Companies by way of amalgamation would lead to a more efficient utilization of capital and create a stronger base for future growth of the amalgamated entity;

(b) Greater efficiency in cash management of the amalgamated entity, and unfettered access to cash-flow generated by the combined business which can be deployed more efficiently to fund growth opportunities;

(c) Benefit of operational synergies to the combined entity and greater leverage in operations planning and process optimization;

(d) Cost savings are expected to flow from more focused operational efforts, rationalization and standardization of administrative expenses.

4. OPERATIVE DATE OF THE SCHEME

The Scheme shall be operative from the Appointed Date but shall become effective on the Effective Date.

5. TRANSFER AND VESTING OF BUSINESS

5.1 With effect from the Appointed Date and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, the Business of the Transferor Company shall, without any further act, instrument, deed, matter or thing be transferred to and be vested in and be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, title, interest and authorities of the Transferee Company, pursuant to Section 394(2) of the Act, subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.

5.2 In respect of such of the assets of the Transferor Company as are moveable in nature, including other investments, which are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company, and shall, upon such transfer, become properties, estates, assets, rights, title, interests and authorities of the Transferee Company pursuant to Section 394 of the Act.

5.3 In respect of such of the assets of the Transferor Company other than those referred to in Clause 5.2 above, the same shall, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.

5.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company shall, pursuant to the provisions of Section 394 (2) and other applicable provisions of the Act, without any further act, instrument or deed be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and further that it shall not be necessary to obtain the consent of any person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

5.6 All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394 (2) and other applicable provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Transferee Company.

6. LEGAL PROCEEDINGS/TAX LIABILITY

6.1 If any, suit, appeal, revision, demand for tax, assessment of tax liability, duty or levy or other proceedings of whatever nature (hereinafter called the "**Proceedings**") by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Business of the Transferor Company or anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company, if the Scheme had not been made.

6.2 All the taxes and duties payable by the transferor Company, including Income Tax, Service Tax, Commercial Tax, Value Added Tax, all advance tax payments, tax deducted at source, other tax liabilities or any refund and claims shall, upon the Scheme becoming effective, for all purposes, be treated as the tax liability, advance tax payments, tax deducted at source, or refunds and claims of the transferee Company. Accordingly, upon the Scheme becoming effective, pursuant to the provisions of this Scheme, the Transferee Company is expressly permitted to revise its returns particularly income tax return, tax deducted at source certificates, sales tax/value added tax returns, excise returns, service tax returns and other tax returns, and to claim refunds/credits, as may be permitted under the relevant law for the time being in force.

7. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

7.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Company is party, or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect on the Effective Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

7.2 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, writings or confirmations in favour of any party to any contract or arrangement to which any of the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

8. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 5 above and the continuance of the Proceedings by or against the Transferee Company under Clause 6 above shall not effect any transaction or Proceedings already concluded by the Transferor Company prior to the coming into effect of this Scheme to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

9. EMPLOYEES

9.1 The employees of the Transferor Company, if any, who are in service on the Effective Date, shall become the employees solely of the Transferee Company in such position, rank and designation as may be determined by the Transferee Company with the benefit of continuity of service and such that the terms and conditions of their employment with the Transferee Company are not less favorable than those applicable to them as employees of the Transferor Company on the Effective Date.

9.2 With regard to provident fund, gratuity fund, superannuation fund or any other special fund created or existing for the benefit of such employees of the Transferor Company, upon the Scheme being effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such fund or funds and the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the trust deeds or other documents, provided that, if the Transferee Company finds it desirable for the smooth administration, management, operation and uniformity of such funds, the same may be merged with similar funds of the Transferee Company. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid schemes, fund, trusts etc.

9.3 The Transferee Company undertakes to continue to abide by any agreement(s)/settlement(s) entered into by the Transferor Companies with any employees of the Transferor Companies. The Transferee Company agrees that for the purpose of payment of any retrenchment, compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and further agrees and undertakes to pay the same as and when payable.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE AND SAVING OF CONCLUDED TRANSACTIONS AND PROCEEDINGS

With effect from the Appointed Date and up to and including the effective date:

10.1 The Transferor Company shall carry on and be deemed to have been carrying on all businesses and activities and shall hold and stand possessed of and shall be deemed to have held and stood possessed of all its properties, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust for the Transferee Company and shall account for the same to the Transferee Company.

10.2 Any income or profits accruing or arising to the Transferor Company and all costs, charges, expenses and losses arising or incurred by the Transferor Company shall, for all purposes, be treated as the income, profits, costs, charges, expenses and losses as the case may be, of the Transferee Company.

10.3 The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and utmost business prudence and shall not undertake any new business or substantial expansion or their existing business or change the general character or nature of their business except with the concurrence of the Transferee Company.

10.4 The Transferor Company shall not, without the written consent of the Transferee Company, sell, transfer, alienate, charge, mortgage or encumber or otherwise deal with or dispose of any of its properties, except as is necessary in the ordinary course of the business.

11. MERGER OF SHARE CAPITAL AND CANCELLATION OF SHARES

Upon the Scheme being effective, and in consideration of the transfer of and vesting of the Business of the Transferor Company in the Transferee Company in terms of the Scheme:

11.1 in consideration of the transfer of and vesting of the undertaking of the transferor company to the transferee company in terms of the Scheme the authorised share capital of the transferor company shall merge in the authorised share capital of the transferee company and the authorised share capital of the transferee company after the scheme coming into effect, shall without any further act or deed be automatically increased from Rs.34,50,00,000/- (Rupees thirty four crores fifty lacs) divided into 3,45,00,000 (Three crores forty five lacs) equity shares of Rs.10/- (Rupees ten) each to Rs.34,55,00,000/- (Rupees thirty four crores fifty five lacs) divided into 3,45,50,000 (Three crores forty five lacs fifty thousand) equity shares of Rs.10/- (Rupees ten) each and consequently Clause V of the Memorandum of Association of the transferee company (relating to authorised share capital) shall without any further act, instrument or deed be stand altered, modified and amended pursuant to Sections 16, 94 and 394 and other applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

V. The authorised share capital of the Company shall be Rs.34,55,00,000/- (Rupees thirty four crores fifty five lacs) divided into 3,45,50,000 (Three crores forty five lacs fifty thousand) equity shares of Rs.10/- (Rupees ten).

11.2 The Transferee Company is holding the entire shareholding (100%) of the transferor company in its own name and in the name of its nominee in terms of provisions of Section 49 of the Companies Act, 1956 and therefore the Transferor Company is a wholly owned subsidiary company of the Transferee Company. Upon the scheme being effective, the entire paid-up share capital in the aforementioned Transferor Company shall stand cancelled and extinguished and in lieu thereof no allotment of any fresh shares in the Transferee Company shall be made to any member/person whatsoever;

11.3 the shares or the share certificates of the Transferor Company in relation to the shares held by the Transferee Company and its nominee members shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the appointed date;

11.4 the Transferee Company shall not be required to file any form or document concerning the increase in the authorised share capital with the Office of the Registrar of Companies, Madhya Pradesh and the authorized share capital of the transferee company as above shall, without any further act or deed or payment of fee shall automatically be increased.

12. ACCOUNTING TREATMENT

12.1 The Transferee Company shall account for the present amalgamation in the nature of merger in its books in accordance with Accounting Standard-14 under the “pooling of interest method”, pursuant to which the assets and liabilities and reserves of the Transferor Company will be recorded in the books of the Transferee Company at its carrying amounts as on the Appointed Date. The Transferee Company shall also comply with all applicable accounting standards, accounting policies and practices prescribed and applicable to the companies.

12.2 No adjustment is intended to be made to the book value of the assets and liabilities of the Transferor Company when they are incorporated in the books/financial statements of the Transferee Company.

12.3 No conflict of accounting policies between the Transferor Company and the Transferee Company is envisaged.

12.4 All debit and credit balances of the Transferor Company shall be incorporated in the books of the Transferee Company as they existed in the Transferor Company books.

13. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme being effective, the Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

14. DIVIDENDS

Dividends (interim or final) in respect of the period commencing from the Appointed Date may be declared or paid by the Transferor Company or the Transferee Company on written consent of Board of Directors of the Transferee Company only.

15. APPLICATION TO HIGH COURT

The Transferor and the Transferee Companies shall with all reasonable dispatch, make applications/petitions to the High Court under Sections 391 and 394 and other applicable provisions of the Act for sanctioning and carrying out of this Scheme.

16. APPROVALS AND MODIFICATIONS

16.1 The Transferor and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to the Scheme, or to any conditions or limitations which either the Board of Directors of the Transferor and the Transferee Company may deem fit or which the High Court and/or competent authorities, if any, under the law may deem fit to approve of or impose, and which the Transferor Company and the Transferee Company may in their discretion, deem fit, and to resolve all doubts or difficulties that may arise in carrying out and implementing this Scheme and to do all acts, instruments, deeds, matters and things necessary or to review the position relating to the satisfaction of the conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing the Scheme into effect. In the event of any of the conditions that may be imposed by the High Court or other authorities which the Transferor Company and the Transferee Company may find unacceptable for

any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Board of Directors, or a committee of the concerned Board of Directors, or any director or employee duly authorised in that behalf by the Board of Directors (hereinafter referred to as the "**Delegates**").

16.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, or additions thereto, the Delegate(s) of the Transferor Company or the Transferee Company may give and are hereby authorised 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.

17. SCHEME CONDITIONAL UPON APPROVALS/SANCTIONS

The Scheme is conditional upon and subject to:

17.1 The scheme shall be subject to approval of the shareholders of the Transferee Company, which is a listed company, by way of a special resolution passed at a duly convened meeting of its shareholders at which an option shall be available to the shareholders for voting through postal ballet and e-voting and the special resolution shall be acted upon only if the votes cast by public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it.

17.2 The Scheme being agreed to by the requisite majority of the Members and Secured & Unsecured Creditors (where applicable) of the Transferor Company and the Transferee Company as required under the Act and the requisite order of the High Court referred to in Clause 15 above being obtained;

17.3 such other sanctions and approvals of the Appropriate Authorities being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required; and

17.4 the certified copies of the High Court order sanctioning the Scheme, being filed with the Registrar of Companies, Madhya Pradesh.

18. COST, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

19. EFFECT OF NON RECEIPT OF SANCTION

In the event of this Scheme not becoming effective as may be agreed to by the respective Board of Directors of the Transferor Company and the Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* by the parties or their shareholders or creditors or employees or any other person. In such case each company shall bear its own costs or as may be mutually agreed amongst themselves.

Common Instructions:-

1. Notice is hereby given pursuant to the provisions of Section 391 of the Companies Act, 1956 read with Rule 73 of the Companies (Court) Rules, 1959 seeking the consent of the Equity Shareholders/Members for the proposed resolution appended below to be passed through Postal Ballot, e-voting and personal presence.

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

3. The Explanatory Statement and reasons for the proposed Special Business pursuant to Section 393 of the Companies Act, 1956 setting out material facts are appended herein below.

4. The Hon'ble High Court has appointed Mr. Sanjeev Kohali Advocate as Chairman and failing him, Mr. Vaibhav Jain, Advocate as Alternate Chairman of the said meeting.

5. An equity shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him, and such proxy need not be a member of the Petitioner Company. The instrument appointing the proxy should however be deposited at the registered office of the Petitioner No.2 Company not later than 48 (forty eight) hours prior to the commencement of the meeting.

6. Corporate members intending to send their authorized representatives to attend the meeting are requested to lodge a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate not later than 48 (forty eight) hours before commencement of the meeting authorizing such person to attend and vote on its behalf at the meeting.

7. The Notice is being sent to all the Members, whose names appear in the Register of Members/list of Beneficial Owners as received from National Securities Depository Limited (NSDL)/Central Depository Services (India) Limited (CDSL) after obtaining approval from the Hon'ble High Court.
8. Mr. Vinay Gandhi, Chartered Accountant shall act as Scrutinizer for conducting the Postal Ballot and E-voting process in a fair and transparent manner.

9. In compliance with provisions of Clause 35B of the Listing Agreement entered into with the Stock Exchange(s), the Company is pleased to offer e-voting facility to enable members to cast their votes electronically. The Company has agreement with CENTRAL DEPOSITORY SERVICES LIMITED (CDSL) for facilitating e-voting to enable the shareholders to cast their votes electronically. **E-voting is optional.**

10. In compliance of order dated 10th March, 2014 passed by the Hon'ble High Court, the Company is pleased to offer personal presence (self/proxy) to enable members to cast their votes personally. **Personal presence is optional.**

11. The voting rights of Members shall be in proportion to their shares of the Paid up Equity Share Capital of the Company.

A. Procedure for voting through Postal Ballot Form:-

12. Members desiring to exercise their vote by Postal Ballot are requested to carefully read the instructions printed in the Postal Ballot Form and return the same duly completed in the attached self-addressed postage pre-paid Business Reply Envelope. An unsigned Postal Ballot Form will be rejected. Postage will be borne and paid by the Company. However, Postal Ballot(s), if sent by courier or by registered post or by speed post at the expense of the Member(s) will also be accepted. The Postal Ballot(s) may also be deposited personally.
13. The Postal Ballot(s) should reach the Scrutinizer not later than the close of working hours i.e. 18:00 hrs on Thursday 15th May, 2014 to be eligible for being considered, failing which, it will be strictly treated as if no reply has been received from the Member.
14. In case, shares are jointly held, this form should be completed and signed (as per the specimen signature registered with the company) by the first named Member and in his/her absence, by the next named Member.
15. In case of shares held by companies, trusts, societies, etc. the duly completed Postal Ballot Form should be accompanied by a certified copy of the Board Resolution/Authority letter together with attested specimen signature(s) of the duly authorized signatory/ies, giving requisite authority to the person voting on the Postal Ballot Form.
16. A member may request for duplicate postal ballot form, if so required. However, the duly filled in and signed duplicate postal ballot form should reach the Scrutinizer not later than the date specified at instruction No.8 above.
17. A tick (√) mark should be placed in the relevant box signifying assent / dissent for the resolution, as the case may be, before mailing the Postal Ballot Form.
18. The vote through Postal Ballot cannot be exercised through proxy.
19. Kindly note that members can opt only one mode of voting i.e. either by Postal Ballot form or e-voting or personal present in the meeting on scheduled time and place. In case of receipt of vote by all the three modes, voting casted through personal voting shall prevail and voting casted by Postal Ballot or e-voting shall be treated as invalid.
20. Members who have registered their e-mail ids for receipt of documents in electronic mode under the Green Initiative of Ministry of Corporate Affairs as contemplated in Circular No. 17/2011 dated 21st April 2011, Notice of Postal Ballot are being sent by e-mail and others are sent by post along with Ballot Form.
21. Members who have received Postal Ballot Notice by e-mail and who wish to vote through Postal Ballot Form can download Postal Ballot Form from the link **'www.evotingindia.com'** or seek duplicate Postal Ballot Form from Ankit Consultancy Private Limited, Registrar & Transfer Agent, fill in the details and send the same to the Scrutinizer.
22. The Scrutinizer will submit his report to the Chairman after scrutiny of the Postal Ballot forms and the result of the Postal Ballot shall be declared by the Chairman, or in his absence, by the Alternate Chairman, at the Court convened meeting on Saturday, 17th May, 2014 at 11:00 P.M. at "Goverdhan Lal Ojha Sabhagrah", 3rd Floor, Bharti Bhawan, Shri Madhya Bharat Hindi Sahitya Samiti, 11, R.N.T. Marg, Indore (M.P.). The resolution will be taken as passed effectively on the date of announcement of the result by the Chairman or by the Alternate Chairman, if the result of the Postal Ballot indicates that the requisite majority of the Members had assented to the resolution. The result of the Postal Ballot shall also be announced through newspaper advertisement and shall be hosted on the website of the Company *www.sitashri.com*.
23. All relevant documents referred in the Explanatory Statement shall be open for inspection at the Registered Office of the Company on all working days between 1100 Hrs. to 1300 Hrs. up to the date of declaration of the result of Postal Ballot.
24. Members are requested to fill in the postal ballot form in indelible ink and not in any erasable writing mode.
25. The Scrutinizer's decision on the validity or otherwise of the Postal Ballot and e-voting will be final.
26. The resolution, if assented by requisite majority, shall be considered as passed on 17th day of May, 2014 (i.e. the date of declaration of Postal Ballot Result).
27. Initial password for exercising the e-voting has been provided at the bottom of the Postal Ballot Form. Kindly use the password while exercising the e-vote.
28. The shareholders can exercise their right to e-voting on and between 12th April, 2014 to 15th May, 2014.

Procedure for E-voting:-

The Company is pleased to offer E-Voting facility as an alternate, for its Members to enable them to cast their votes electronically instead of dispatching Postal Ballot Form. E-Voting is optional. The procedure and instructions for the same are as follows:

i. Open your web browser during the voting period and log on to the e-voting website **www.evotingindia.com**

ii. Now click on "Shareholders" to cast your votes

iii. Now, select the Electronic Voting Sequence Number - "EVSN" alongwith "COMPANY NAME" from the drop down menu and click on "SUBMIT"

iv. Now, fill up the following details in the appropriate boxes:

User-ID	For Members holding shares in Demat Form:- For NSDL :– 8 Character DP ID followed by 8 Digits Client ID For CDSL :– 16 digits beneficiary ID For Members holding shares in Physical Form:- Folio Number registered with the Company
Password	Your Unique password is printed in the Postal Ballot Form
PAN*	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department

* Members who have not updated their PAN with the Company/Depository Participant are requested to use default number 'XAYSR0000C' in the PAN field or use physical Postal Ballot Form for voting.

v. After entering these details appropriately, click on “SUBMIT” tab.
vi. Members holding shares in Physical form will then reach directly to the voting screen.
vii. Members holding shares in Demat form will now reach Password Change menu wherein they are required to mandatorily change their login password in the new password field. The new password has to be minimum eight characters consisting of at least one upper case (A-Z), one lower case (a-z), one numeric value (0-9) and a special character. Kindly note that this password is to be also used by the Demat holders for voting for resolution 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.
viii. You can also update your mobile number and e-mail ID in the user profile details of the folio which may be used for sending communication(s) regarding CDSL e-voting system in future. The same may be used in case the Member forgets the password and the same needs to be reset.
ix. If you are holding shares in Demat form and had logged on to *www.evotingindia.com* and casted your vote earlier for EVSN of any company, then your existing login id and password are to be used.
x. For Members holding shares in physical form, the password and default number can be used only for e-voting on the resolutions contained in this Postal Ballot Notice.
xi. On the voting page, you will see Resolution Description and against the same the option ‘YES/NO’ for voting. Enter the number of shares (which represents number of votes) under YES/NO or alternatively you may partially enter any number in YES and partially in NO, but the total number in YES and NO taken together should not exceed your total shareholding.
xii. Click on the Resolution File Link if you wish to view the entire Postal Ballot Notice.
xiii. 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.
xiv. Once you ‘CONFIRM’ your vote on the resolution, you will not be allowed to modify your vote.
xv. Institutional members (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution / Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail at *scrutinizervinay@gmail.com* with a copy marked to *helpdesk.evoting@cdslindia.com*.
xvi. In case you have any queries or issues regarding e-voting, please contact *helpdesk.evoting@cdslindia.com* or *rtaindore@gmail.com*.
xvii. Members have option to vote either through e-voting or through Ballot Form. If a member has opted for e-voting, then he/she should not vote by Postal Ballot also and vice-a-versa. However, in case members cast their vote both via physical ballot and e-voting, then voting through physical ballot shall prevail and voting done by e-Voting shall be treated as invalid.

IN THE HIGH COURT OF MADHYA PRADESH

BENCH AT INDORE
(Original Company Jurisdiction)

COMPANY PETITION NO. 5 OF 2014

In the matter of the Companies Act, 1956;

AND

In the matter of the Scheme of Amalgamation of GG Real Estate Private Limited with Sitashree Food Products Limited under Section 391-394 of the Companies Act, 1956;

AND

In the matter of:

GG REAL ESTATE PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its **Registered Office** at 85, Janki Nagar, Indore-452001 (M.P.)

PETITIONER NO.1/ TRANSFEROR

SITASHREE FOOD PRODUCTS LIMITED a Company incorporated under the Companies Act, 1956 and having its **Registered Office** at 332/4/2, R.D. Udyog Nagar, Palda Nemawar Road, Mathurawala's Colony, Indore-452001 (M.P.)

PETITIONER NO.2/ TRANSFEREE

FORM OF PROXY

I/We, the undersigned, equity shareholder(s) of Sitashree Food Products Limited of the above applicant No.1 company hereby appoint …….. and failing him/her, …….. as my/our proxy, to act for me/us at the meeting of the equity shareholder(s) of the Petitioner No.2 Company to be held on Saturday, the 17th day of May, 2014 at 11:00 a.m. at "Goverdhan Lal Ojha Sabhagrah", 3rd Floor, Bharti Bhawan, Shri Madhya Bharat Hindi Sahitya Samiti, 11, R.N.T. Marg, Indore (M.P.), for the purpose of considering and, if thought fit, approving, with or without modification(s), an arrangement proposed to be made between the said company and its equity shareholder(s) and at such meeting and at any adjournment thereof, to vote, for me/us and in my/ our name/s……. ..... [here, 'if for', insert 'for'; 'if against', insert 'against', and in the latter case, strike out the words below after arrangement'] the said arrangement either with or without modification as my/our proxy may approve.

[Strike out what is not necessary.]

Affix Revenue Stamp 15 paise

Dated this ..... day of ……., 2014

Signature:

(Across the Stamp)

Address:

Notes:

1. Proxy to be deposited at the Registered Office of the Petitioner No.2 Company at 332/4/2, R.D. Udyog Nagar, Palda Nemawar Road, Mathurawala's Colony, Indore-452001 (M.P.), not later than FORTY-EIGHT hours before the meeting.
2. All alterations made in the Form of Proxy should be initialed.
3. Please affix appropriate Revenue Stamp before putting signature.
4. In case of multiple proxies, proxy later in time shall be accepted.
5. A proxy need not be a shareholder of the Petitioner No.2 Company

SITA SHREE
FOOD PRODUCTS LTD.
AN ISO 22000:2005 and 9001 : 2000 CERTIFIED COMPANY

Regd Off & Flour Div.: **332/4/2, R.D. Udyog Nagar, Palda - Nemawar Road, Indore M.P. 452001 INDIA**
Soya Division: **Khasra No. 5 / 1, Vill Barlai Jagir, PO Kshipra, Teh. Sanwer, Dist. Indore –M P. INDIA**
Ph.: + 91-731- 2439901, 902 ,912, 920, 926, Fax +91-731-4068448
E mail : info@sitashri.com Website : www.sitashri.com CIN : L15314MP1996PLC010741

Postal Ballot Form

Sr. No:

1	Name & Address of sole/ First Shareholder (IN BLOCK LITTERS)		
2	Name (s) of Joint Shareholder (s) If any	:	
3	Registered Folio No./DP ID No.	:	
4	Client ID No.	:	
5	Number of Shares held	:	
6	I/We hereby exercise my/our vote in respect of the special resolutions proposed to be passed through Postal Ballot for the business stated in the notice of the company by sending my/our assent or dissent to the said resolution by placing the tick (✓) mark at the appropriate box below:		

Sr. No.	Description	No. of Shares held by Shareholder	I/We assent to the Resolutions (FOR)	I/We dissent to the Resolutions (AGAINST)
1.	Approval of scheme of amalgamation.			

Place:
Date:

_____
Signature of the shareholder(s)

Note: Please read common instructions carefully before exercising the vote

EVEN (E-VOTING EVENT NUMBER)	USER ID	PASSWORD/PIN

Note: The procedure and instructions for e-voting as provided above should be followed.