

INDOGULF CROPSCIENCES LIMITED

Regd off: 501, Gopal Heights, Netaji Subhash Place, Delhi-110034

CIN: U74899DL1993PLC051854

Phone: +91 - 11 - 40040400, Fax No: +91 - 11 - 40040444

Website: www.groupindogulf.com, E-mail: info@groupindogulf.com

MEETING OF THE UNSECURED CREDITORS OF

INDOGULF CROPSCIENCES LIMITED

**(convened pursuant to the order dated 30TH November, 2017
and 08th December, 2017 passed by the
National Company Law Tribunal, New Delhi Bench at New Delhi)**

NOTICE - UNSECURED CREDITORS

MEETING:

Day : Saturday

Date : 13th January, 2018

Time : 2:30 P.M

Venue : Pacific Asia, Netaji Subhash Place, Pitampura, New Delhi, India

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**Before the National Company Law Tribunal,
New Delhi Bench, at New Delhi**

COMPANY APPLICATION (CAA) NO. 131(ND) OF 2017

IN THE MATTER OF:

The Companies Act, 2013;

AND

IN THE MATTER OF:

Application under Sections 230 -232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, Amalgamations) Rules, 2016;

AND

IN THE MATTER OF:

Scheme of Amalgamation amongst Green Agriasia Private Limited, Indogulf Organics Private Limited, Barathi Trade Links Private Limited WITH Indogulf Crop Sciences Limited

AND

IN THE MATTER OF:

GREEN AGRIASIA PRIVATE LIMITED

**... APPLICANT/
TRANSFEROR COMPANY 1**

INDOGULF ORGANICS PRIVATE LIMITED

**... APPLICANT/
TRANSFEROR COMPANY 2**

**BARATHI TRADE LINKS PRIVATE
LIMITED**

**... APPLICANT/
TRANSFEROR COMPANY 3**

WITH

INDOGULF CROPSCIENCES LIMITED

... APPLICANT NO.4/
TRANSFeree COMPANY

Company Application (CAA) NO. 131(ND)of 2017
Indogulf CropSciences Limited

...Applicant

Notice of the meeting of Unsecured Creditors

To,

All the Unsecured Creditors of Indogulf CropSciences Limited

Notice is hereby given that by an orders dated the 30.11.2017 and 08.12.2017, the New Delhi Bench of the National Company Law Tribunal has directed a meeting to be held of Unsecured Creditors of the **Indogulf CropSciences Limited** for the purpose of considering, and if thought fit, approving with or without modification, the amalgamation proposed to be made between the said company and the shareholders and creditors of the company aforesaid.

In pursuance of the said order and as directed therein further notice is hereby given that a meeting of unsecured creditors of the said company will be held at Hotel Pacific Asia, Netaji Subhash Place, Pitampura, New Delhi on 13th day of January 2018 at 2:30 P.M at which time and place the said Unsecured Creditors are requested to attend.

Copies of the said amalgamation, and of the statement under section 230 can be obtained free of charge at the registered office of the company at 501, Gopal Heights, Netaji Subhash Place, Delhi-110034. Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the registered office of the company not later than 48 hours before the meeting.

The Tribunal has appointed Shri Sushant Bhaduri, Advocate and in his presence Shri Sanjay Agarwal, Director of the Applicant Company as chairperson of the said meeting. The above mentioned amalgamation, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

A copy of the scheme of amalgamation, explanatory statement, proxy form and attendance slip has been attached with this notice.

Sd/-

Mr. Sushant Bhaduri
Chairman appointed for the meeting

Dated this 8th day of December, 2017

Registered Office:

501, Gopal Heights, Netaji Subhash Place, Delhi-110034

IN THE NATIONAL COMPANY LAW TRIBUNAL

NEW DELHI BENCH AT NEW DELHI

COMPANY APPLICATION (CAA) NO. 131(ND) OF 2017

IN THE MATTER OF:

Companies Act, 2013

AND IN THE MATTER OF:

Application under Sections 230 -232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, Amalgamations) Rules, 2016

AND IN THE MATTER OF:

GREEN AGRIASIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 501, Gopal Heights, Plot No D-9, Netaji Subhash Place, Delhi-110034, India.

... Applicant/
Transferor Company 1

INDOGULF ORGANICS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 501, Gopal Heights, Plot No D-9, Netaji Subhash Place, Delhi-110034, India.

... Applicant/
Transferor Company 2

BARATHI TRADE LINKS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at B-2/62, ASHOK VIHAR, PHASE-II, New Delhi- 110052, India.

... Applicant/
Transferor Company 3

WITH

INDOGULF CROPSCIENCES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 501, Gopal Heights, Plot No D-9, Netaji Subhash Place, Delhi-110034, India.

**Applicant No.4/
Transferee Company**

EXPLANATORY STATEMENT UNDER SECTION Sections 230(3), 232(1) and (2) and 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATION) RULES, 2016

- 1) Pursuant to an Orders dated 30.11.2017 and 08.12.2017 passed by the Hon'ble National Company Law Tribunal at New Delhi in the Company Application referred to above, a meeting of the unsecured creditors of the Transferee Company i.e. Indogulf Crop Sciences Limited is being convened at Hotel Pacific Asia, Netaji Subhash Place, Pitampura, New Delhi on 13th day of January 2018 at 2:30 P.M for the purpose of considering, and if thought fit, for approving, with or without modification(s), the Scheme of Amalgamation under Section 230-232 of the Companies Act, 2013 (hereinafter the "**Scheme**") amongst Green Agri Asia Private Limited, Indogulf Organics Private Limited, Barathi Trade Links Private Limited with Indogulf Crop Sciences Limited and their respective shareholders and creditors.

- 2) The resolution to be submitted at the said meeting is as follows:

"RESOLVED THAT the Scheme of Amalgamation under Sections 230-232 of the Companies Act, 2013 amongst Green Agri Asia Private Limited, Indogulf Organics Private Limited, Barathi Trade Links Private Limited WITH Indogulf Crop Sciences Limited and their respective shareholders and creditors as placed before the meeting and for the purpose of identification initialed by the Chairman of the meeting be and is hereby approved, subject to the said Scheme of Amalgamation being sanctioned by the Hon'ble National Company Law Tribunal at New Delhi under Sections 230-232 and other applicable provisions, if any, of the Companies Act, 2013, and such other approvals as may be required and that the Board of Directors of the Company or a Committee thereof be and are hereby authorized to do all acts, deeds, matters and things as are considered requisite or necessary to effectively implement the said Scheme and to accept such modifications and/or conditions, if any, which may be required and/or imposed by the Hon'ble National Company Law Tribunal at New Delhi and/or by any other statutory authority while sanctioning the said Scheme."

- 3) In this statement, all the Transferor Companies and the Transferee Company are collectively hereinafter referred to as the "**Applicant Companies**". All the capitalized terms used in this

Statement and defined in the Scheme shall have the same meaning ascribed to them in the Scheme.

- 4) The details of the Indogulf Crop Sciences Limited ("Transferee Company/ICL") are given as under:

- (a) Corporate Identification Number (CIN) - U74899DL1993PLC051854
- (b) Permanent Account Number - AAACJ0715C
- (c) Name - Indogulf Crop Sciences Limited
- (d) Date of incorporation - 22.01.1993
- (e) Type of company - Public Company
- (f) Registered Office - 501, Gopal Heights, Plot No D-9, Netaji Subhash Place, Delhi-110034, India.
- (g) Email-id - info@groupindogulf.com
- (h) Website: www.groupindogulf.com
- (i) Details of capital structure - The Share Capital of the Transferee Company as on March 31, 2016 is as follows:

Particulars	Amount (Rs.)
Authorised	
16,00,000 Equity Shares of Rs. 10/- each	1,60,00,000
1,50,000 Preference shares of Rs.10/- each	15,00,000
Total	1,75,00,000
Issued Subscribed and Paid Up	
15,59,250 Equity Shares of Rs. 10/- each	1,55,92,500
1,25,000 Preference shares of Rs. 10/- each	12,50,000
Total	1,68,42,500

- (j) Summary of main object as per Memorandum of Association and main business carried on by Transferee Company -

The main objects of the Transferee Company is to:

"To manufacture, produce, process, buy, sell, import, export, manipulate and or otherwise deal in fertilizers, insecticides, pesticides, fungicides, weedicides rodenticide and formulations thereof namely emulsifiable concentrates, wettable/dusting powders, benzene Hexa Chloride, DDT, Aldrin, Solvents, Dilutants and organic and inorganic."

"To provide technical know-how and consultancy and other services for manufacturing, providing and processing of all the products mentioned in sub clause (1) above".

- (k) Details of change of name of Transferee Company during the last five years - Name of Transferee Company changed from "Jai Shree Rasayan Udyog Ltd" to "Indogulf Crop Sciences Limited" with effect from 28th April, 2015

- (l) Details of change of registered office of Transferee Company during the last five years - N.A
- (m) Details of Change of objects of Transferee Company during the last five years - The shareholder of Indogulf Crop Sciences Limited have passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 02.04.2015 altered the provisions of MOA with respect to its objects and complied with Section 13(1) of the Companies Act, 2013.
- (n) Name of stock exchanges where securities of the Transferee Company are listed: BSE Limited (BSE) and National Stock Exchange of India Limited (NSE).
- (o) Names of the Shareholders along with their addresses as on 15.04.017 -

Preference Shareholders		
Sl. No.	Name & Addresses of Shareholders	No of Shares Held
1.	Sh. Om Prakash Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	76,250
2.	Sh. Sanjay Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	48,750

Equity Shareholders		
Sl. No.	Name & Addresses of Shareholders	No of Shares Held
1.	Sh. Om Prakash Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	2,22,950
2.	Sh. Sanjay Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,47,500
3.	Smt. Abhilasha Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,99,050
4.	Smt. Anshu Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	86,100
5.	Barathi trade links Pvt. Ltd. B-2/62, Ashok Vihar, Phase-II, Delhi-110052	2,40,000
6.	Green Agri Asia Pvt. Ltd. 501, Gopal Heights, Netaji Subhash Place, Delhi-110034	75,000
7.	Indogulf Organic Pvt. Ltd. 501, Gopal Heights, Netaji Subhash Place, Delhi-110034	3,40,000
8.	O.P. Aggarwal (HUF) B-2/62, Ashok Vihar, Phase-II, Delhi-52	1,84,950
9.	Rachita Aggarwal 74, Ram Vihar, Opp. Yamuna Sports Complex, Delhi-92	44,400
10.	Sunita Bansal 25/131, Ground Floor, Shakti Nagar, Delhi-	100

	110007	
11.	Amrita Gupta H-158, Phase I, Ashok Vihar, Delhi - 110052	50
12.	Sanjay Aggarwal (HUF) B-2/62, Ashok Vihar, Phase-II, Delhi-110052	19,050
13.	Tarun Kumar Bansal (HUF) 25/131, Ground Floor, Shakti Nagar, Delhi-110007	50
14.	Vinita Gupta H-158, Phase-I, Ashok Vihar, Delhi-110052	50

(p) Names of the Directors along with their addresses as on 21.08.2017:

S.No	Name	Residential Address	DIN
1	Om Prakash Aggarwal	B-2/62, Ashok Vihar, Phase-II, Delhi-110052	0000732440
2	Anshu Aggarwal	B-2/62, Ashok Vihar, Phase-II, Delhi-110052	0000732690
3	Sanjay Aggarwal	B-2/62, Ashok Vihar, Phase-II, Delhi-110052	0000763635
4	Abhilasha Aggarwal	B-2/62, Ashok Vihar, Phase-II, Delhi-110052	0000765874
5	Bhupender Kaushik	D-13, Rose Appartment, Sector-14 Ext. Rohini, Delhi 10085	0003612144
6	Pushap Kumar	337, Vill Kandor Kangra, Himachal Pardesh-176022	0007864033
7	Pawan Kumar Gupta	H-158, Ashok Vihar, Ph-I, Block-H, Wazirpur, Delhi- 110052	0007181348
8	Shiv Ram Talwar	C6/114b, Keshav Puram, Pocket C-6, Tri Nagar, Delhi, 110035	0007181361

(q) Details of any relationship subsisting between the companies who are parties to the Scheme (including holding, subsidiary or associate companies) - All Transferor Companies are group companies of the Transferee Company.

(r) Date of Board Meeting at which scheme was approved *including the name of directors who voted in favour or against the resolution and who did not vote or participate on such resolution* - Following Directors present in the meeting of Board of Directors held on February 03, 2017 approved the scheme.:

Name of Director	Votes
Om Prakash Aggarwal	Favour

Sanjay Aggarwal	Favour
Anshu Aggarwal	Favour
Abhilasha Aggarwal	Favour

- (s) Disclosure about effect of compromise or arrangement on material interests of directors, Key Managerial Personnel and debenture trustee:
Please refer to point no. (s) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.

- (t) Disclosure about the effect of the Scheme on the following persons:

Key Managerial Personnel	No effect
Directors	No effect
Promoters	No effect
Non-promoter members	No effect
Depositors	No effect. There are no depositors.
Creditors	No effect
Deposit trustee	No effect. There is no deposit trustee.
Debenture holders	No effect on the debenture holders.
Debenture trustee	No effect
Employees	No effect

- 5) The details of the Transferor Companies are given as under:

- (i) The details of the Green Agriasia Private Limited ("Transferor Company 1/GAPL") are given as under:

- (a) Corporate Identification Number (CIN) – U74899DL1994PTC060214
- (b) Permanent Account Number – AABCG7215P
- (c) Name – Green Agriasia Private Limited
- (d) Date of incorporation – 13.07.1994
- (e) Type of company – Private Company
- (f) Registered Office – 501, Gopal Heights, Netaji Subhash Place, Delhi-110034
- (g) Email-id - greenagriasia123@gmail.com
- (h) Details of capital structure - The Share Capital as on March 31, 2016 is as follows:

Particulars	Amount (Rs.)
Authorised	
5,00,000 equity shares of Rs.10 each	50,00,000

Total	50,00,000
Issued Subscribed and Paid Up	
4,47,200 equity shares of Rs.10 each	44,72,000
Total	44,72,000

- (i) Summary of main object as per Memorandum of Association and main business carried on -

The main objects is to:

"To formulate, produce, refine, process, buy, sell, export, import or otherwise deal in all types of Agrochemicals".

"To carry on the business of sellers, importers, exporters, distributors, commission agents, wholesale or retain dealers in all kinds of pesticides including insecticides and weedicides and all kinds of organic and inorganic chemicals and allied chemicals including petroleum and petrochemicals and based products, drugs, all kinds of fertilizers and mineral powders".

- (j) Details of change of name during the last five years - NA
(k) Details of change of registered office during the last five years - N.A
(l) Details of change of objects during the last five years - NA
(m) Name of stock exchanges where securities are listed - NA
(n) Names of the shareholder along with their addresses as on 15.04.2017 -

Shareholder		
SL. No.	Name & Addresses of Shareholders	No of Shares Held
1.	Sh. Om Prakash Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,60,600
2.	Sh. Sanjay Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	85,600
3.	Bhupinder Kaushik D-13, Rose Appartment, Sector-14 Ext. Rohini, Delhi-110085	1,000
4.	Barathi trade Links Private Limited B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,00,000
5.	Indo Gulf Organics Pvt. Ltd. 501, Gopal Heights Netaji Subhash Place New Delhi-110034,	1,00,000

- (o) Names of the Directors along with their addresses as on 15.04.2017:

S.No.	Name of Director	Address	DIN
1.	Om Prakash Aggarwal	B-2/62, ASHOK VIHAR,	00732440

		PHASE-II, DELHI, 110052	
2.	Sanjay Aggarwal	B-2/62, ASHOK VIHAR, PHASE-II, DELHI, 110052	00763635

(p) Details of any relationship subsisting between the companies who are parties to the Scheme (including holding, subsidiary or associate companies) – All Transferor Companies are group companies of the Transferee Company.

(q) Date of Board Meeting at which scheme was approved *including the name of directors who voted in favour or against the resolution and who did not vote or participate on such resolution* – Following Directors present in the meeting of Board of Directors held on 03.02.2017 approved the scheme –

Name of Director	Votes
Om Prakash Aggarwal	Favour
Sanjay Aggarwal	Favour

(r) Disclosure about effect of compromise or arrangement on material interests of directors, Key Managerial Personnel and debenture trustee:
Please refer to point no. (s) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.

(s) Disclosure about the effect of the Scheme on the following persons :

Key Managerial Personnel	No effect. On the approval of the Scheme of Amalgamation, GAPL will merge into ICL and KMPs of GAPL will cease to hold their respective positions.
Directors	No effect. On the approval of the Scheme of Amalgamation, GAPL will merge into ICL and Director of GAPL will cease to hold their respective positions.
Promoters	There is no effect.
Non-promoter members	No effect.
Depositors	No effect. There are no depositors.
Creditors	No effect on the creditors. On the approval of the Scheme of Amalgamation, and with effect from the Appointed Date, and subject to the provisions of Scheme of Amalgamation, all creditor and classes of creditors will be transferred to and vested in and assumed by ICL.
Debenture holders	No effect. There are no debenture holders.
Debenture trustee	No effect. There is no debenture trustee.
Employees	No effect on the employees. On approval of the Scheme of Arrangement, and with effect from the Appointed Date all employees in service on the Effective Date shall be deemed to have become the employees of ICL.

(ii) The details of the Indogulf Organics Private Limited ("Transferor Company 2/IOPL") are given as under:

- (a) Corporate Identification Number (CIN) - U74899DL1994PTC060022
 (b) Permanent Account Number - AAACK1178Q
 (c) Name - Indogulf Organics Private Limited
 (d) Date of incorporation - 05.07.1994
 (e) Type of company - Private Company
 (f) Registered Office - 501, Gopal Heights, Netaji Subhash Place, Delhi-110034
 (g) Email-id - indogulforganics@gmail.com
 (h) Details of capital structure - The Share Capital as on March 31, 2016 is as follows:

Particulars	Amount (Rs.)
Authorised	
25,00,000 Equity Shares of Rs. 10 each	2,50,00,000
Total	2,50,00,000
Issued Subscribed and Paid Up	
6,45,000 Equity Shares of Rs. 10 each	64,50,000
Total	64,50,000

- (i) Summary of main object as per Memorandum of Association and main business carried on -

The main objects is to:

"To manufacture, produce, process, buy, sell, import, manipulate and or otherwise deal in crop science and technology, fertilizers, insecticides, pesticides, fungicides, weedicides, rodenticide and formulation thereof namely emulsifiable, concentrates, wettable/dusting powders, benzene, Hexa Chloride, DOT, Aldnn, Solvent, Dilutants and organic and inorganic.

- (j) Details of change of name during the last five years - The name of the company changed from "Indo Gulf Crop Sciences Private Limited" to "Indogulf Organics Private Limited" on 28.01.2015
 (k) Details of change of registered office during the last five years - N.A
 (l) Details of change of objects during the last five years - The shareholder of Indogulf Organics Private Limited have passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 15.12.2014 altered the provisions of MOA with respect to its objects and complied with Section 13(1) of the Companies Act, 2013.
 (m) Name of stock exchanges where securities are listed: NA

- (n) Names of the Shareholders along with their addresses –

Shareholder		
SL. No.	Name & Addresses of Shareholders	No of Shares Held
1.	Sh. Om Prakash Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	57,500
2.	Sh. Sanjay Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	22,900
3.	Smt. Abhilasha Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,77,600
4.	Anshu Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,35,000
5.	Anamika Aggarwal C-14, Block-C, Preet Vihar, Delhi-110092	1,500
6.	Barathi trade links Pvt. Ltd. B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,85,000
7.	Green Agri Asia Pvt. Ltd. 501, Gopal Heights, Netaji Subhash Place, Delhi-110034	65,500

- (o) Names of the Directors along with their addresses as on 15.04.2017:

S. No.	Name of Directors	Residential Address
1.	Saurabh Rampadarth Abhiranjan	8A/12, Ground Floor, Sector-15, Rohini, Delhi-110089
2.	Rachita Aggarwal	74, Ram Vihar, Opp. Yamuna Sports Complex, Delhi-92

- (p) Details of any relationship subsisting between the companies who are parties to the Scheme (including holding, subsidiary or associate companies) – All Transferor Companies are group companies of the Transferee Company.
- (q) Date of Board Meeting at which scheme was approved *including the name of directors who voted in favour or against the resolution and who did not vote or participate on such resolution* – Following Directors present in the meeting of Board of Directors held on 03.02.2017 approved the scheme:

Name of Director	Votes
Saurabh Rampadarth Abhiranjan	Favour
Rachita Aggarwal	Favour

- (r) Disclosure about effect of compromise or arrangement on material interests of directors, Key Managerial Personnel and debenture trustee:
Please refer to point no. (s) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.
- (s) Disclosure about the effect of the Scheme on the following persons :

Key Managerial Personnel	No effect. On the approval of the Scheme of Amalgamation, IOPL will merge into ICL and KMPs of IOPL will cease to hold their respective positions.
Directors	No effect. On the approval of the Scheme of Amalgamation, IOPL will merge into ICL and Director of IOPL will cease to hold their respective positions.
Promoters	No effect
Non-promoter members	No effect
Depositors	No effect. There are no depositors
Creditors	No effect on the creditors. On the approval of the Scheme of Amalgamation, and with effect from the Appointed Date, and subject to the provisions of Scheme of Amalgamation, all creditor and classes of creditors will be transferred to and vested in and assumed by ICL.
Deposit trustee	No effect. There is no deposit trustee.
Debenture holders	No effect. There are no debenture holders.
Debenture trustee	No effect. There is no debenture trustee.
Employees	No effect on the employees. On approval of the Scheme of Arrangement, and with effect from the Appointed Date all employees in service on the Effective Date shall be deemed to have become the employees of ICL.

- (iii) The details of the Barathi Trade Links Private Limited ("Transferor Company 3/ BTLP India") are given as under:

- (a) Corporate Identification Number (CIN) – U74899DL1988PTC033334
- (b) Permanent Account Number – ABCB4162E
- (c) Name – Barathi Trade Links Private Limited
- (d) Date of incorporation – 27.09.1988
- (e) Type of company – Private Company
- (f) Registered Office – B-2/62, Ashok Vihar, Phase-II, Delhi-110052
- (g) Email-id - barathitradelinks123@gmail.com
- (h) Details of capital structure - The Share Capital as on March 31, 2016 is as follows:

Particulars	Amount (Rs.)
Authorised	
6,00,000 Equity Shares of Rs 10 each	60,00,000
Total	60,00,000
Issued, Subscribed and Paid Up	

5,98,500 Equity Shares of Rs. 10 each	59,85,000
Total	59,85,000

(i) Summary of main object as per Memorandum of Association and main business carried on -

The main objects is to:

"To carry on the business as producers, importers, exporters, processors, buyers, sellers, distributors, stockists, agents and brokers of all kinds of solvents acids, insecticides, weedicides, pesticides, fertilizers manures, agricultural inputs, pest control, agro chemicals and all kind of industrial chemicals, vermin fuges, funigicides, and its by products and corresponding products."

(j) Details of change of name during the last five years – N.A

(k) Details of change of registered office during the last five years – N.A

(l) Details of change of objects during the last five years – N.A.

(m) Name of stock exchanges where securities are listed: NA

(n) Names of the Shareholder along with their addresses as on 15.04.2017

Shareholder		
SL. No.	Name & Addresses of Shareholders	No of Shares Held
1.	Sh. Om Prakash Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,30,300
2.	Sh. Sanjay Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	65,000
3.	Smt. Abhilasha Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	80,000
4.	Rachita Aggarwal 74, Ram Vihar, Opp. Yamuna Sports Complex, Delhi-110092	1,05,200
5.	Anshu Aggarwal B-2/62, Ashok Vihar, Phase-II, Delhi-110052	1,01,000
6.	Anamika Aggarwal C-14, Block-C, Preet Vihar, Delhi-110092	22,000
7.	O.P. Aggarwal (HUF) B-2/62, Ashok Vihar, Phase-II, Delhi-110052	70,000
8.	Green Agri Asia Pvt. Ltd. 501, Gopal Heights, Netaji Subhash Place, Delhi-110034	25,000

(o) Names of the Directors along with their addresses as on 15.04.2017:

S. No.	Name of Directors	Address	DIN No.
1	Anshu Aggarwal	B-2/62, Ashok Vihar, Phase-II,	00732690

		Delhi,110052	
2	Sanjay Aggarwal	B-2/62, Ashok Vihar, Phase-II, Delhi,110052	00763635

(p) Details of any relationship subsisting between the companies who are parties to the Scheme (including holding, subsidiary or associate companies) – All Transferor Companies are group companies of the Transferee Company.

(q) Date of Board Meeting at which scheme was approved *including the name of directors who voted in favour or against the resolution and who did not vote or participate on such resolution* – Following Directors present in the meeting of Board of Directors held on 03.02.2017 approved the scheme:

Name of Director	Votes
Anshu Aggarwal	Favour
Sanjay Aggarwal	Favour

(r) Disclosure about effect of compromise or arrangement on material interests of directors, Key Managerial Personnel and debenture trustee:
Please refer to point no. (s) below for the effect of the Scheme on material interests of directors, key managerial personnel (KMP) and debenture trustee.

(s) Disclosure about the effect of the Scheme on the following persons :

Key Managerial Personnel	No effect. On the approval of the Scheme of Amalgamation, BTLPL will merge into ICL and KMPs of BTLPL will cease to hold their respective positions.
Directors	No effect. On the approval of the Scheme of Amalgamation, BTLPL will merge into ICL and Director of BTLPL will cease to hold their respective positions.
Promoters	No effect.
Non-promoter members	No effect.
Depositors	No effect. There are no depositors
Creditors	No effect on the creditors. On the approval of the Scheme of Amalgamation, and with effect from the Appointed Date, and subject to the provisions of Scheme of Amalgamation, all creditor and classes of creditors will be transferred to and vested in and assumed by ICL.
Deposit trustee	No effect. There is no deposit trustee.
Debenture holders	No effect. There are no debenture holders.
Debenture trustee	No effect. There is no debenture trustee.
Employees	No effect on the employees. On approval of the Scheme of Arrangement, and with effect from the Appointed Date all employees in service on the Effective Date shall be deemed to have become the employees of ICL.

6) The Scheme is divided into the following parts:

PART I – This part deals with the Definitions and Share Capital;

PART II – This part provides for merger of Green Agriasia Private Limited (hereinafter referred to as "Transferor Company No. 1") and Indogulf Organics Private Limited (hereinafter referred to as "Transferor Company No. 2") and Barathi Trade Links Private Limited (hereinafter referred to as "Transferor Company No. 3") with Indogulf Crop Sciences Limited (hereinafter referred to as the "Transferee Company")

PART III – This part deals with General Terms and Conditions applicable to this Scheme.

The Appointed Date of the Scheme is April 1, 2016.

Effective Date is defined in the Scheme to mean later of the date on which the certified copies of the orders of National Company Law Tribunal, New Delhi sanctioning the Scheme are filed with the concerned Registrar of Companies.

- 7) The Scheme between the Applicants Companies will be effected under Sections 230 to 232 of the Companies Act, 2013.
- 8) It is proposed that as a result of the Scheme the following benefits shall, *inter alia*, accrue to the Applicant Companies and to the respective shareholders and creditors of the Applicant Companies:
 - 9) The proposed Scheme will
 - Greater efficiency in resource management, cost savings resulting from rationalization, standardization and simplification of business processes.
 - Improved organizational capability arising from pooling of financial, managerial and technical resources.
 - Re-aligning the business operations as part of overall business reorganization plan.
 - Avoiding un-necessary duplication of costs of administration, distribution, selling and marketing costs.
 - Maximize the overall shareholders value by strengthening its core competencies.
- 10) Summary of valuation report: Upon the coming into effect of this Scheme and pursuant to the amalgamation of the Transferor Companies with the Transferee Company, in consideration of transfer and vesting of the Assets and Liabilities of the Transferor Companies in terms of the Scheme, the Transferee Company shall, subject to the provisions contained herein, without any further application, act, instrument or deed, shall issue and allot, equity shares to the equity shareholders of the Transferor Companies, whose names appears in the Register of Members of the Transferor Companies respectively on the Record Date(s), or to his/her/its legal heirs, executors or administrators or, as the case may be, successors, in the following manner:
 - for every 1 (one) fully paid up equity shares of Rs 10 each held in the Transferor Company No.1, a shareholder of the Transferor Company No.1 shall without any application, act or deed, be entitled to receive 59 (Fifty Nine) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.
 - for every 10 (Ten) fully paid up equity shares of Rs 10 each held in the Transferor Company No.2, a shareholder of the Transferor Company No.2 shall without any

application, act or deed, be entitled to receive 65 (Sixty Five) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.

- for every 1 (one) fully paid up equity shares of Rs 10 each held in the Transferor Company No.3, a shareholder of the Transferor Company No.3 shall without any application, act or deed, be entitled to receive 53 (Fifty Three) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.

- 11) Details of capital or debt restructuring (if any) – Not Applicable
- 12) Amount due to unsecured creditors of Transferee Company as on 15th February, 2017- Rs. 61,52,26,437.51
- 13) Details of approvals, sanctions or no-objection required, received or pending – N.A
- 14) The other salient features of the Scheme are *inter alia*, as under:
 - (a) With effect from the commencement of business on the Appointed Date i.e. 1st April, 2016 or such other date as may be approved by the Hon'ble Tribunal and subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, all the undertaking and entire business and all immovable properties where so ever situated and incapable of passing by physical delivery and also all other assets, capital, work-in-progress, current assets, movable assets, investments in India or out of India, bookings and advances against bookings for/in residential and commercial plots and buildings, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trademarks, brands, copy rights, patents, quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, concessions/ obligations under EPCG/Advance/DEPB licenses, approvals, clearances, environmental clearances, authorizations, certification, quality certification, utilities, electricity connections, electronics and computer link ups, services of all types, reserves, provisions, funds, benefit of all agreements and all other interests arising to the Transferor Companies (hereinafter collectively referred to as "the said assets") shall, without any further act or deed or without payment of any duty or other charges, be transferred to and vested in the Transferee Company pursuant to the provisions of Section 230-232 of the Act, for all the estate, right, title and interest of the Transferor Companies therein so as to become the property of the Transferee Company.
 - (b) Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any further order of the Tribunal or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.

- (c) On and from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.
- (d) The assets of the Transferor Companies, acquired by the Transferor Companies after the Appointed Date but prior to the Effective Date, shall also without any further act, instrument or deed stand transferred to or be deemed to have been transferred to the Transferee Company upon the Scheme coming into effect.
- (e) The coming into effect of the Scheme is conditional upon on and subject to:
 - (i) The scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of Transferee Company and Transferor Companies as may directed by the Hon'ble NCLT.
 - (ii) The sanction of the NCLT under Section 230 - 232 of the said Act in favour of Transferee Company and Transferor Companies under the said provisions and to the necessary Order under Section 232 of the said Act being obtained.
 - (iii) Certified or authenticated copy of the Order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, of NCT of Delhi & Haryana at New Delhi by Transferee Company and Transferor Companies as may be applicable.
 - (iv) The Transferor Companies and / or the Transferee Company shall also obtain such other consents or approvals as may be required under any statute or contract not specifically referred to in Clause 12 of the Scheme.

THE ABOVE ARE ONLY THE SALIENT FEATURES OF THE SCHEME. FOR MORE DETAILS PLEASE REFER TO THE SCHEME OF ARRANGEMENT.

- 15) The proposed Scheme is not intended in any manner to bring any beneficial effect or any material interests to any person(s) who is/are for the time being Director(s) of the companies involved in the Scheme.
- 16) The proposed Scheme will be in the best interests of Applicant Companies, their respective shareholders and creditors. The said Scheme will not adversely affect the rights of any of the creditors of the Transferee Company in any manner whatsoever.
- 17) The proposed Scheme will take effect from the day on which the last of the sanctions, and permissions specified in the Scheme is obtained and a certified copy of the order of the Hon'ble National Company Law Tribunal at New Delhi is filed with the Registrar of Companies, NCT of Delhi and Haryana at New Delhi by the Company as required by the Companies Act, 2013.

- 18) It is further provided in the Scheme, that upon the Scheme becoming effective, all Transferor Companies shall stand dissolved without winding up.
- 19) There are no investigations or proceedings pending under the Companies Act, 2013 against the Transferee Company.
- 20) An unsecured creditor of the Transferee Company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. The instrument appointing the proxy should however be deposited at the Registered Office of the Transferee Company not later than 48 (Forty Eight) hours prior to the commencement of the meeting.
- 21) Unsecured Creditor 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 prior to the commencement of the meeting, authorizing such person to attend and vote on its behalf at the meeting.
- 22) This statement may also be treated as an explanatory statement under Section 102 of the Companies Act, 2013.
- 23) The following documents will be open for inspection at the registered office of the Transferee Company between 10.30 a.m. to 12.30 p.m. on any working day prior to the day of meeting:
- (a) Memorandum & Articles of Association of the Transferee Company.
 - (b) Latest Annual Report of the Transferee Company as on 31.03.2017.
 - (c) Copy of the order dated 30.11.2017 and 08.12.2017 of Hon'ble National Company Law Tribunal at New Delhi.
 - (d) Scheme of Amalgamation under Section 230-232 of the Companies Act, 2013.
 - (e) Certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
 - (f) Application under section 230 and 232 filed before the National Company Law Tribunal.
 - (g) Fairness opinion.

Soft Copy of the said notice is available at www.groupindogulf.com

Sd/-

Mr. Sushant Bhaduri

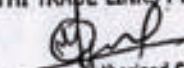
Chairman appointed for the meeting

Dated the 08th day of December, 2017

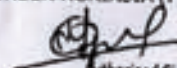
Registered Office: 501, Gopal Heights, Netaji Subhash Place, Delhi-110034, India.

**SCHEME OF AMALGAMATION
OF
GREEN AGRIASIA PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 1)
AND
INDOGULF ORGANICS PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 2)
AND
BARATHI TRADE LINKS PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 3)
WITH
INDOGULF CROPSCIENCES LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE CREDITORS AND SHAREHOLDERS
UNDER
SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013**

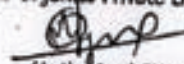
For BARATHI TRADE LINKS PVT. LTD.


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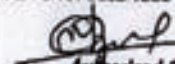
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

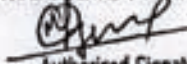
PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

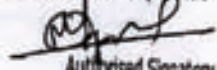
1. **GREEN AGRIASIA PRIVATE LIMITED** (hereinafter referred to as "the Transferor Company No. 1") is a Company incorporated under the provisions of the Companies Act, 1956 on 13.07.1994 and having its registered office at 501, Gopal Heights, Plot No. D-9, Netaji Subhash Palace, Delhi-110034. The Transferor Company No. 1 is engaged in the business to formulate, produce, refine, process, buy, sell, export, import or otherwise deal in all types of Agrochemicals.
2. **INDOGULF ORGANICS PRIVATE LIMITED** (hereinafter referred to as "the Transferor Company No. 2") is a company incorporated under the provisions of the Companies Act, 2013 on 05.07.1994 and having its registered office at 501, Gopal Heights, Plot No. D-9, Netaji Subhash Palace, Delhi-110034. The Transferor Company No. 2 is engaged in the business to manufacture, produce, process, buy, sell, import, manipulate and or otherwise deal in crop science and technology, fertilizers, insecticides, pesticides, fungicides, weedicides, rodenticide and formulation thereof namely emulsifiable, concentrates, wettable/ dusting powders, benzene, Hexa Chloride, DDT, Aldnn, Solvent, Dilutants and Organic and inorganic.

 **BARATHI TRADE LINKS PRIVATE LIMITED** (hereinafter referred to as "the Transferor Company No.3") is a Company incorporated under the provisions of the Companies Act, 1956 on 27-09-1988 and having its registered office at B-

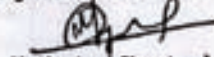
For BARATHI TRADE LINKS PVT. LTD.


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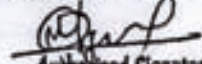
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


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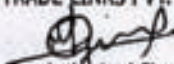
2/62, Ashok Vihar, Phase-II, Delhi-110052. The Transferor Company No. 3 is engaged in the business as producers, importers, exporters, processors, buyers, sellers, distributors, stockiest, agents and brokers of all kinds of solvents acids, insecticides, Weedicides, Pesticides, fertilizers manures, agricultural inputs, pest control, agro chemicals and all kind of industrial chemicals, Vermi fuges, fungicides and its by products and corresponding products.

4. **INDOGULF CROPSCIENCES LIMITED** (hereinafter referred to as "the Transferee Company") is a Company incorporated under the provisions of the Companies Act, 2013 in the year 22.01.1993 and having its registered office at 501, Golpal Heights Plot No. D-9, Netaji Subhash Place, New Delhi-110034. The Transferee Company is engaged in the business to manufacture, produce, process, buy, sell, import, export, manipulate and or otherwise deal in fertilizers, insecticides, pesticides, fungicides, weedicides rodenticide and formulations thereof namely emulsifiable concentrates, wettable/dusting powders, benzene Hexa Chloride, DDT, Aldrin, Solvents, Dilutants and organic and in organic.

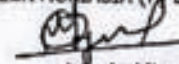
(B) OBJECTS AND RATIONALE FOR THE PROPOSED SCHEME:

This Scheme of Amalgamation is presented under Section 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 for merger / amalgamation of the above mentioned companies to achieve the following benefits-

For BARATHI TRADE LINKS PVT. LTD.


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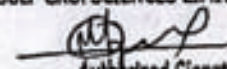
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

- a. Greater efficiency in resource management, cost savings resulting from rationalization, standardization and simplification of business processes.
- b. Improved organizational capability arising from pooling of financial, managerial and technical resources.
- c. Re-aligning the business operations as part of overall business reorganization plan.
- d. Avoiding un-necessary duplication of costs of administration, distribution, selling and marketing costs.
- e. Maximize the overall shareholders value by strengthening its core competencies.

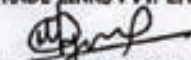
(C) PARTS OF THE SCHEME:

This Scheme is divided into the following parts:

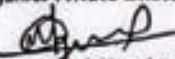
1. **PART I** – This part deals with the Definitions and Share Capital;
2. **PART II** – This part provides for merger of Green Agriasia Private Limited (hereinafter referred to as "Transferor Company No. 1") and Indogulf Organics Private Limited (hereinafter referred to as "Transferor Company No. 2") and Barathi Trade Links Private Limited (hereinafter referred to as "Transferor Company No. 3") with Indogulf Cropsciences Limited (hereinafter referred to as the "Transferee Company")
3. **PART III** – This part deals with General Terms and Conditions applicable to this Scheme.

- (D)** The amalgamation of the Transferor Company No. 1 and Transferor Company No. 2 and Transferor Company No.3 with the Transferee Company, pursuant to and in accordance with the Scheme, shall be operational with effect from the Appointed Date and shall be in accordance with Section 2 (1B) of the Income Tax Act, 1961.

For BARATHI TRADE LINKS PVT. LTD.


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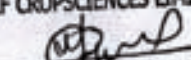
For Indogulf Organics Private Limited


(Authorized Signatory)

For GREEN AGRIASIA (P) LTD


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For INDOGULF CROPSCIENCES LIMITED


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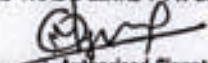
PART I DEFINITIONS

1.1 DEFINITIONS

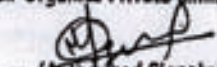
In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as under:

- a) **"The Act"** means the Companies Act, 2013 the rules and regulations made there under and National Company Law Tribunal-Compromise and Arrangement Rules 2016 and other applicable Rules.
- b) **"The Appointed Date"** means the 1st Day of April, 2016 or such other date as may be directed by the Hon'ble National Company Law Tribunal or any other competent authority.
- c) **"Board of Directors"** in relation to the Transferor Companies and Transferee Company, as the case may be, shall unless it is repugnant to the context or otherwise, include the committee of directors or any person authorized by the Board of Directors or such committee of directors.
- d) **"The Effective Date"** means the date on which the transfer and vesting of the entire undertakings of the Transferor Company No. 1 and Transferor Company No. 2 and Transferor Company No.3 shall take effect, i.e., the date as specified in Clause 5 of this Scheme.
- e) **"IT Act"** means the Income Tax Act, 1961, as amended;

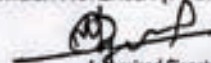
For BARATHI TRADE LINKS PVT. LTD.


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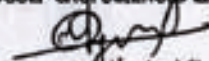
For Indogulf Organics Private Limited


(Authorized Signatory)

For GREEN AGRIASIA (P) LTD

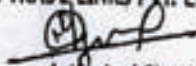

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For INDOGULF CROPS SCIENCES LIMITED

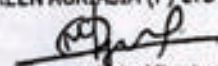

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- f) **"Law" or "Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court of India or any other country or jurisdiction as applicable.
- g) **"National Company Law Tribunal" or "the Tribunal" or "NCLT"** means the Hon'ble National Company Law Tribunal at New Delhi or such other forum or authority, as may be vested with any powers of Hon'ble National Company Law Tribunal at New Delhi.
- h) **"Record Date(s)"** means the date(s) to be fixed by the Board of Directors of the Transferee Company, after the Effective Date, with reference to which the eligibility of the shareholder(s) of the Transferor Companies for the purposes of issue and allotment of shares of Transferee Company, in terms of the Scheme, shall be determined.
- i) **"ROC" or "Registrar of Companies"** means Registrar of Companies, NCT of Delhi and Haryana.
- j) **"This Scheme" or "the Scheme"** means the present Scheme of Amalgamation framed under the provisions of Section 230-232 of the Act and other applicable provisions, if any, as approved by the respective Board of Directors of the Transferor Companies and the Transferee Company where under the Transferor Companies are proposed to be amalgamated with the Transferee Company in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of the respective Companies and/ or by any competent authority and/or by the Hon'ble Tribunal.

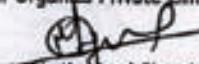
For BARATHI TRADE LINKS PVT. LTD.


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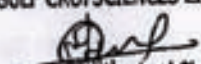
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

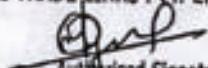
For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

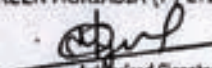
- k) **"The Transferor Company No. 1"** means **Green Agriasia Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 501, Gopal Heights, Plot No. D-9, Netaji Subhash Palace, Delhi-110034.
- l) **"The Transferor Company No. 2"** means **Indogulf Organics Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 501, Gopal Heights, Plot No. D-9, Netaji Subhash Palace, Delhi-110034.
- m) **"The Transferor Company No. 3"** means **Barathi Trade Links Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at B-2/62, Ashok Vihar, Phase-II, Delhi-110052.
- n) **"The Transferee Company"** means **Indogulf Cropsciences Limited**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at 501, Gopal Heights, Plot No. D-9, Netaji Subhash Palace, Delhi-110034.
- o) **"Undertaking"** in relation to the Transferor Companies, shall mean the entire business of the Transferor Company No. 1 and Transferor Company No. 2 and Transferor Company No.3 on a going concern basis.

All terms and words 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 prescribed to them under the Act and other Applicable Laws (as defined hereinafter), rules,

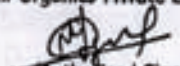
For BARATHI TRADE LINKS PVT. LTD.


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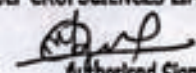
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

1.2 SHARE CAPITAL

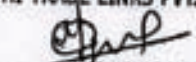
a. GREEN AGRIASIA PRIVATE LIMITED:- TRANSFEROR COMPANY NO. 1

The present Authorized Share Capital of the Transferor Company No.1 is Rs. 5,000,000/- (Rupees Fifty Lakhs Only) divided into 5,00,000 (Five Lakhs) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 4,472,000/- (Rupees Forty Four Lakhs Seventy Two Thousand Only) divided into 4,47,200 (Four Lakhs Forty Seven Thousand Two Hundred) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each.

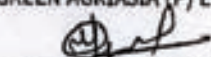
b. INDOGULF ORGANICS PRIVATE LIMITED:-TRANSFEROR COMPANY NO 2

The present Authorized Share Capital of the Transferor Company No.2 is Rs. 25,000,000/- (Rupees Two Crores Fifty Lakhs Only) divided into 25,00,000 (Twenty Five Lakhs) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 64,50,000/- (Rupees Sixty Four Lakhs Fifty Thousand Only) divided into 6,45,000 (Six Lakhs Forty Five Thousand Only) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each.

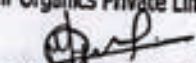
For BARATHI TRADE LINKS PVT. LTD.


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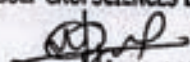
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited


(Authorized Signatory)

For INDOGULF CROPSCIENCES LIMITED


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**c. BARATHI TRADE LINKS PRIVATE LIMITED:-
TRANSFEROR COMPANY NO 3**

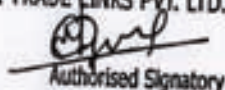
The present Authorized Share Capital of the Transferor Company No.3 is Rs. 60,00,000/- (Rupees Sixty Lakhs Only) divided into 6,00,000 (Six Lakhs) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 59,85,000/- (Rupees Fifty Nine Lakhs Eighty Five Thousand Only) divided into 5,98,500 (Five Lakhs Ninety Eight Thousand Five Hundred Only) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each.

**d. INDOGULF CROPSCIENCES LIMITED:- TRANSFEREE
COMPANY**

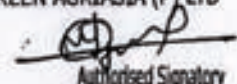
The present Authorized Equity Share Capital of the Transferee Company is Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) divided into 16,00,000 (Sixteen Lakhs) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Equity Share Capital of the Company is Rs. 1,55,92,500/- (Rupees One Crore Fifty Five Lakhs Ninety Two Thousand Five Hundred Only) divided into 15,59,250 (Fifteen Lakhs Fifty Nine Thousand Two Hundred Fifty Only) Equity Shares of the face value of Rs 10/- (Rupees Ten Only) each.

The present Authorized Preference Share Capital of the Transferee Company is Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) divided into 1,50,000 (One Lakh Fifty Thousand) Preference Shares of the face value of Rs 10/- (Rupees Ten Only) each. The present Issued, Subscribed and Paid-up Preference Share Capital of the Company is Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) divided

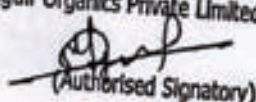
For BARATHI TRADE LINKS PVT. LTD.


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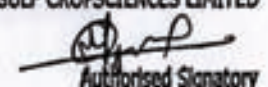
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited


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For INDOGULF CROPSCIENCES LIMITED


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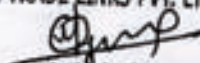
into 1,25,000 (One Lakh Twenty Five Thousand) Preference Shares of the face value of Rs 10/- (Rupees Ten Only) each.

PART II

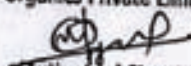
2. TRANSFER AND VESTING OF UNDERTAKING

- a. With effect from the commencement of business on the Appointed Date i.e. 1st April, 2016 or such other date as may be approved by the Hon'ble Tribunal and subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, all the undertaking and entire business and all immovable properties where so ever situated and incapable of passing by physical delivery and also all other assets, capital, work-in-progress, current assets, movable assets, investments in India or out of India, bookings and advances against bookings for/in residential and commercial plots and buildings, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trademarks, brands, copy rights, patents, quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, concessions/ obligations under EPCG/Advance/DEPB licenses, approvals, clearances, environmental clearances, authorizations, certification, quality certification, utilities, electricity connections, electronics and computer link ups, services of all types, reserves, provisions, funds,

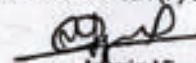
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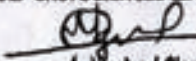
For Indogulf Organics Private Limited


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For GREEN AGRIASIA (P) LTD


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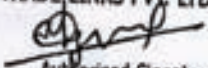
For INDOGULF CROPSCIENCES LIMITED


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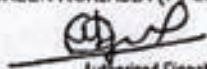
benefit of all agreements and all other interests arising to the Transferor Companies (hereinafter collectively referred to as "the said assets") shall, without any further act or deed or without payment of any duty or other charges, be transferred to and vested in the Transferee Company pursuant to the provisions of Section 230-232 of the Act, for all the estate, right, title and interest of the Transferor Companies therein so as to become the property of the Transferee Company.

- b. Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any further order of the Tribunal or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.
- c. On and from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.

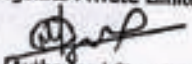
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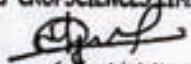
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited

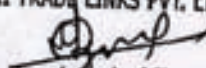

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For INDOGULF CROPSCIENCES LIMITED

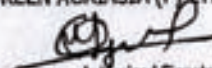

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- d. The assets of the Transferor Companies, acquired by the Transferor Companies after the Appointed Date but prior to the Effective Date, shall also without any further act, instrument or deed stand transferred to or be deemed to have been transferred to the Transferee Company upon the Scheme coming into effect.
- e. For avoidance of doubt, upon the Scheme coming into effect, all the rights, title, interest and claims of the Transferor Companies in any leasehold properties, including all the leases, of the Transferor Companies shall, pursuant to Section 232(3) of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and it shall be presumed that the same were executed by the Transferee Company.
- f. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications to any Government Authority as may be necessary in this behalf.
- g. To the extent there are inter-corporate loans, debts and claims, (including, amounts receivable, if any, by the Transferor Companies

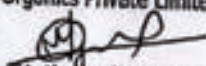
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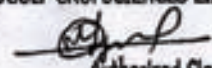
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited


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For INDOGULF CROPSCIENCES LIMITED

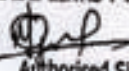

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from the Transferee Company or vice versa), the obligations in respect thereof shall come to an end with effect from the appointed date and a corresponding suitable effect shall be given in the books of accounts and records of the Transferee Company and if required, the reduction/cancellation of such loans, debts and claims (including, receivables) shall be reflected in the books of accounts and records of the Transferee Company without any further act, instrument or deed to the Transferee Company.

- h. With effect from the Appointed Date, and subject to the provisions of this Scheme, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of the Transferor Companies shall also stand transferred or deemed to have been transferred without any further act, instrument or deed to the Transferee Company, pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company without any consent of any third party or other person who is a party to the contract or arrangements by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

- i. With effect from the Appointed Date, all guarantees, indemnities and contingent liabilities, if any, of the Transferor Companies shall also, under the provisions of Sections 230 to 232 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to

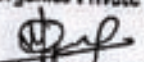
For BARATHI TRADE LINKS PVT. LTD.


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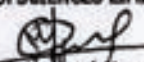
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited


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For INDOGULF CROPSCIENCES LIMITED


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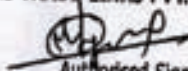
the Transferee Company so as to become as and from the Appointed Date, the guarantees, indemnities and contingent liabilities of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such guarantees, indemnities and contingent liabilities have arisen or given, in order to give effect to the provisions of this Clause.

- j. The transfer and vesting of the Undertaking shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Companies.

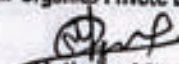
Provided that all the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, encumbrances or liens secure or relate to Liabilities of the Transferor Companies, the same shall, after the amalgamation effective date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the amalgamation effective date and as are transferred to the Transferee Company, and such securities, mortgages, charges, encumbrances or liens shall not relate or attach to any of the other assets of the Transferee Company.

Provided further that all the securities, mortgages, charges, encumbrances or liens, if any over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities

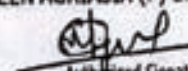
For BARATHI TRADE LINKS PVT. LTD.


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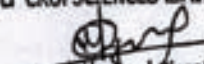
For Indogulf Organics Private Limited


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For GREEN AGRIASIA (P) LTD


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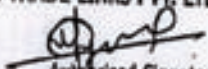
For INDOGULF CROPSCIENCES LIMITED


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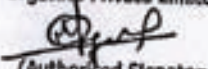
and obligations of the Transferee Company prior to the amalgamation effective date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.

- k. All the loans, advances and other facilities sanctioned to the Transferor Companies by their bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn and utilized either partly or fully by the Transferor Companies from the Appointed Date till the Effective Date and all the loans, advances and other facilities so drawn by the Transferor Companies (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to the Transferee Company and all the obligations of the Transferor Companies under any loan agreement shall be construed and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.
- l. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexure under the Income tax laws, service tax and other tax laws, and to claim refunds and/or credits for dues and/or taxes paid.
- m. All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be

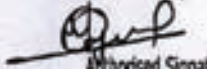
For BARATHI TRADE LINKS PVT. LTD.


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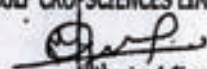
For Indogulf Organics Private Limited


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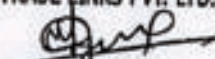
For INDOGULF CROPS SCIENCES LIMITED


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continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies, as the case maybe.

- n. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in the Scheme.
- o. Any tax liabilities under the Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes (whether in the form of duties, cesses, fees, levies or by whatever name called) allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for such taxes (including advance tax and tax deducted at source) as on the date immediately preceding the Appointed Date shall also be transferred to the account of the Transferee Company.
- p. Any refund under the Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Companies and due to the Transferor Companies consequent to the assessment made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

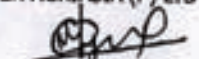
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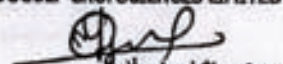
For Indogulf Organics Private Limited


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For GREEN AGRIASIA (P) LTD


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For INDOGULF CROPSCIENCES LIMITED

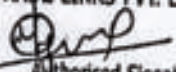

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- q. All taxes (including income tax, minimum alternate tax, service tax, sales tax) paid or payable by the Transferor Companies on or before the Appointed Date shall be on account of the Transferor Companies, and in so far as it relates to the payment of taxes after the Appointed Date, such taxes shall be deemed to be the corresponding tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- r. All taxes benefits of any nature, duties, cesses or any other like payments or deductions available to Transferor Companies under Income Tax, Sales tax, Service tax etc. or any tax deduction / collection at source, tax credits, benefits of CENVAT credits, benefits of input credits relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the respective NCLT or Tribunal upon relevant proof and documents being provided to the said authorities.

3. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature, to which the Transferor Companies is the party, subsisting or having effect immediately before or after the Effective date, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually, as if instead of the

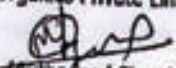
For BARATHI TRADE LINKS PVT. LTD.


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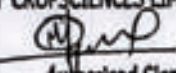
For GREEN AGRIASIA (P) LTD


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For Indogulf Organics Private Limited


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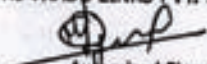
For INDOGULF CROPSCIENCES LIMITED


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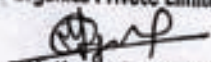
Transferor Companies, the Transferee Company had been a party thereto.

- b. The transfer of the said assets and liabilities of the Transferor Companies to the Transferee Company and the continuance of all the contracts or legal proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the said assets or the liabilities already concluded by the Transferor Companies on or after the Appointed Date.
- c. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies is the 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 under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and, to implement and carry out all such formalities or compliance referred to above on the part/benefit of the Transferor Companies to be carried out or performed.
- d. Any inter se contracts between the Transferor Companies and the Transferee Company shall stand adjusted and vest in the Transferee Company upon the sanction of the Scheme and upon the Scheme becoming effective. Transaction(s), if any, between the Transferor Companies and Transferee Company after the appointed date and until the effective date will be squared off in the books of accounts of the Transferee Company upon the Scheme becoming effective.

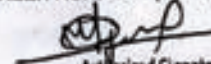
For BARATHI TRADE LINKS PVT. LTD.


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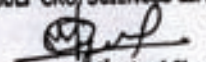
For Indogulf Organics Private Limited


(Authorised Signatory)

For GREEN AGRIASIA (P) LTD


Authorised Signatory

For INDOGULF CROPS SCIENCES LIMITED


Authorised Signatory

4. LEGAL PROCEEDINGS

All legal proceedings of whatever nature by or against the Transferor Companies pending on the Effective Date, shall not be abated, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

5. OPERATIVE/EFFECTIVE DATE OF THE SCHEME

This Scheme, though operative from the Appointed Date, shall be effective from the last of the dates on which certified copy of order under Section 230 and Section 232 of the Act of the Tribunal are filed with the office of the Registrar of Companies, NCT of Delhi & Haryana.

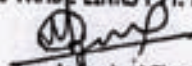
6. DISSOLUTION OF TRANSFEROR COMPANIES

On this Scheme, becoming effective as provided in Clause 5 above, the Transferor Companies shall stand dissolved without winding up.

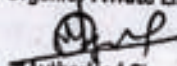
7. STAFF, WORKMEN AND EMPLOYEES OF TRANSFEROR COMPANIES

- a. All the employees of the Transferor Companies in service, if any, on the date immediately preceding the date on which the Scheme takes effect, i.e., the Effective Date, shall become the employees of the

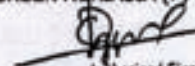
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

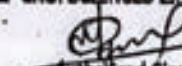
For Indogulf Organics Private Limited


(Authorised Signatory)

For GREEN AGRIASIA (P) LTD


Authorised Signatory

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

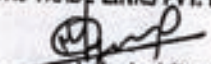
Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favorable than those subsisting in the concerned Transferor Companies on the said date.

- b. Provident Fund, Gratuity Fund, Superannuation Fund and any other special fund or trusts created or existing for the benefit of the employees of the Transferor Companies, if any, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds. It is the intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continued for the purpose of the aforesaid funds or provisions. As the transferor companies due to their less employees size are currently not required to get certain statutory registrations with labour laws agencies such as EPFO and ESIC, etc; it is agreed that the Transferee Company will ensure the coverage of the concerned employees and start remitting relevant contributions and perform statutory filings in this regard with the designated government agencies with effect from the effective date as mentioned in clause 5 and 6.

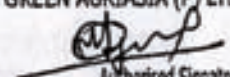
8. CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES & TRANSFEE COMPANY

- 8.1 From the Appointed Date until the Effective Date, the Transferor Companies-

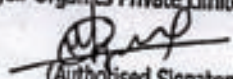
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

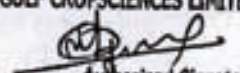
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPS SCIENCES LIMITED


Authorised Signatory

a. Shall stand possessed of all its assets and properties referred to in Clause 2 above, in trust for the Transferee Company.

b. Shall be deemed to have carried on business and activities for and on behalf of and for the benefit and on account of the Transferee Company. Any income or profit accruing to the Transferor Companies and all costs, charges and expenses or loss arising or incurring by the Transferor Companies on and from the Appointed Date shall, for all purposes and intents, be treated as the income, profits, costs, charges, expenses or loss, as the case may be, of the Transferee Company.

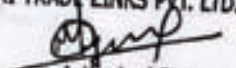
8.2 Till such times, the names of the Bank accounts of the Transferor Companies would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the banks accounts of the Transferor Companies in the name of the Transferor Companies in so far as may be necessary.

8.3 Notwithstanding anything contained in sub-clause '8.1' and '8.2' above, the Transferor Companies as well as the Transferee Company shall be free to conduct their respective businesses and to take all steps in this regard including raising of funds either through fresh share capital or loan during the pendency of the amalgamation process.

ISSUE OF SHARES BY TRANSFEE COMPANY

9.1 Upon the coming into effect of this Scheme and pursuant to the amalgamation of the Transferor Companies with the Transferee Company, in consideration of transfer and vesting of the Assets and Liabilities of the Transferor Companies in terms of the Scheme, the Transferee Company shall, subject to the provisions contained herein,

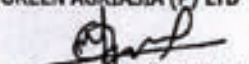
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

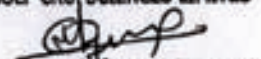
For Indogulf Organics Private Limited


(Authorised Signatory)

For GREEN AGRIASIA (P) LTD


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For INDOGULF CROPS SCIENCES LIMITED

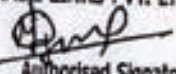

Authorised Signatory

without any further application, act, instrument or deed, shall issue and allot, equity shares to the equity shareholders of the Transferor Companies, whose names appears in the Register of Members of the Transferor Companies respectively on the Record Date(s), or to his/her/its legal heirs, executors or administrators or, as the case may be, successors, in the following manner:

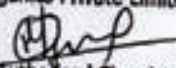
- (a) for every 1 (one) fully paid up equity shares of Rs 10 each held in the Transferor Company No.1, a shareholder of the Transferor Company No.1 shall without any application, act or deed, be entitled to receive 59 (Fifty Nine) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.
- (b) for every 10 (Ten) fully paid up equity shares of Rs 10 each held in the Transferor Company No.2, a shareholder of the Transferor Company No.2 shall without any application, act or deed, be entitled to receive 65 (Sixty Five) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.
- (c) for every 1 (one) fully paid up equity shares of Rs 10 each held in the Transferor Company No.3, a shareholder of the Transferor Company No.3 shall without any application, act or deed, be entitled to receive 53 (Fifty Three) fully paid up equity shares of Rs 10 each of the Transferee Company, as consideration for this scheme.

9.2 Any fraction arising on account of the issuance of new shares in terms of the share exchange ratio shall be rounded off to nearest one.

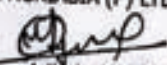
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

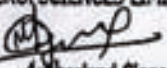
For Indogulf Organics Private Limited


(Authorised Signatory)

For GREEN AGRIASIA (P) LTD


Authorised Signatory

For INDOGULF CROPS SCIENCES LIMITED


Authorised Signatory

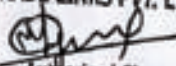
9.3 The Shares to be issued in terms of Para 9.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company. The new Equity Shares shall rank paripassu in all respects, including dividend, with the existing Equity Shares of the Transferee Company. The valuation report has been taken by independent valuers, L.N Chaudhary & Co., Chartered Accountants.

9.4 The approval and consent to this Scheme by the shareholders of the Transferee Company pursuant to Section 230-232 of the Companies Act, 2013 shall be deemed to mean that the shareholders have also accorded their consent under Section 62 of the Companies Act, 2013 and other provisions of Act, as may be applicable.

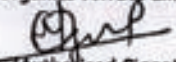
9. UPON THIS SCHEME BECOMING EFFECTIVE

- a. Entire issued share capital and share certificates of the Transferor Companies shall automatically stand cancelled.
- b. Cross holding of shares between the Transferor and the Transferee Companies on the record date, if any, shall stand cancelled.
- c. The Authorized Share Capital of the Transferor Companies will get merged to form new Authorized Share Capital of the Transferee Company. Accordingly, the Authorized Share Capital of the Transferee Company shall stand increased to that extent without payment of any fees or charges to the Registrar of Companies and/or to any other government authority and the Memorandum of Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified and amended

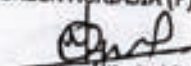
For BARATHI TRADE LINKS PVT. LTD.


Authorized Signatory

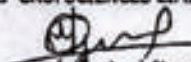
For Indogulf Organics Private Limited


(Authorized Signatory)

For GREEN AGRISIA (P) LTD


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For INDOGULF CROPSCIENCES LIMITED


Authorized Signatory

pursuant to Sections 13 and 61 or any other applicable provisions of the Companies Act, 2013 Clause V of the Memorandum of Association of the Transferee Company shall read as under:

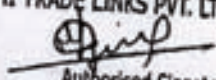
"The Authorized Share Capital of the Company is Rs. 5,20,00,000/- (Rupees Five Crore Twenty Lakhs Only) divided into 52,00,000 (Fifty Two Lakhs Only) Equity Shares of Rs. 10/- (Rupees Ten) each."

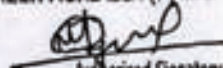
- d. The Transferee Company shall increase/modify its Authorized Share Capital for implementing the terms of the Scheme, to the extent necessary.

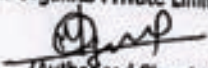
10. ACCOUNTING TREATMENT FOR AMALGAMATION

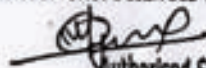
Upon the Scheme becoming effective, amalgamation of the Transferor Companies with the Transferee Company will be accounted in the following manner:

- a. The Transferee Company shall account for the amalgamation of Transferor Companies as per AS-14 and the method of Amalgamation shall be an 'Amalgamation in the nature of Merger' as defined in the Accounting Standard (AS) 14 as notified under the Companies Accounting Standard Rules, 2006 and shall be accounted for under the 'pooling of interests' method in accordance with the said AS-14.
- b. Accordingly, all the assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values in the books of the Transferor Companies respectively, as on the Appointed Date.

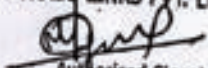
For BARATHI TRADE LINKS PVT. LTD.

Authorized Signatory

For GREEN AGRIASTA (P) LTD

Authorized Signatory

For Indogulf Organics Private Limited

(Authorized Signatory)

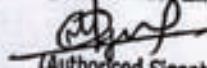
For INDOGULF CROPSCIENCES LIMITED

Authorized Signatory

- c. Inter-company balances, if any, will stand cancelled.
- d. The Excess of the Assets and Liabilities transferred to the transferee Company would be credited to the 'General Reserve Account'.
- e. The shortfall of the Assets and Liabilities transferred to the Transferee Company would be treated as Goodwill and it shall be adjusted/cancelled against Securities Premium Account of the Transferee Company and the order of the Tribunal sanctioning the scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction and no separate sanction under Sections 52 read with Section 66 of the Act will be necessary.
- f. All the reserves of the Transferor Companies under different heads shall become the corresponding reserves of the Transferee Company. The debit balance of the Profit & Loss Account of the Transferor/Transferee Companies, if any, will be adjusted/ offset against the credit balance of the Profit & Loss Account/General Reserve of the Transferor/Transferee Company.
- g. Accounting policies of the Transferor Companies will be harmonized with that of the Transferee Company following the amalgamation.
- h. If there is any difference in accounting policies of the Transferor Companies and that of the Transferee Company, the impact of the same till the appointed date will be quantified and same should be appropriately adjusted and reported in accordance with the applicable accounting rules and principles, so as to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.

For BARATHI TRADE LINKS PVT. LTD.

Authorized Signatory

For GREEN AGRIASIA (P) LTD

Authorized Signatory

For Indogulf Organics Private Limited

(Authorized Signatory)

For INDOGULF CROPSCIENCES LIMITED

Authorized Signatory

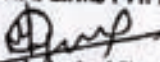
PART-III

11. CONDITIONALITY OF THE SCHEME ON APPROVALS / SANCTIONS

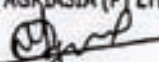
This Scheme is and shall be conditional upon and subject to:

- a. The scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of Transferee Company and Transferor Companies as may directed by the Hon'ble NCLT.
- b. The sanction of the NCLT under Section 230 - 232 of the said Act in favour of Transferee Company and Transferor Companies under the said provisions and to the necessary Order under Section 232 of the said Act being obtained.
- c. Certified or authenticated copy of the Order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, of NCT of Delhi & Haryana at New Delhi by Transferee Company and Transferor Companies as may be applicable.
- d. The Transferor Companies and / or the Transferee Company shall also obtain such other consents or approvals as may be required under any statute or contract not specifically referred to in **Clause 12** of the Scheme.

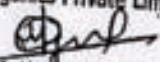
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

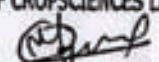
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

12. APPLICATION TO NCLT

- a. The Transferor Companies and Transferee Company hereto shall, make joint application under Section 230 and Section 232 of the said Act to the Hon'ble NCLT of Delhi, at New Delhi for sanctioning this Scheme and for dissolution of the Transferor Companies without winding up and other connected matters.

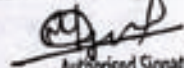
13. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- a. The Transferor Companies and the Transferee Company through their respective Board of Directors may make or assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme or to any conditions or limitations which the Hon'ble NCLT and/or any authorities under the law may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for carrying the Scheme into effect.
- b. In order to give effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company may give and are authorized to give all such directions as may be necessary including directions for settling any question, doubt or difficulty whatsoever that may arise.
- c. In the event that any conditions are imposed by any competent authority or the Tribunal which the Transferor Companies or the Transferee Company find un-acceptable for any reason whatsoever,

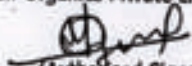
For BARATHI TRADE LINKS PVT. LTD.


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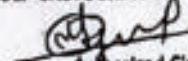
For GREEN AGRIASIA (P) LTD


Authorized Signatory

For Indogulf Organics Private Limited


(Authorized Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorized Signatory

then the Transferor Companies and/or the Transferee Company shall be entitled to withdraw the Scheme.

14. COST CHARGES AND EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Companies and the Transferee Company incurred in relation to or in connection with this Scheme or incidental to the completion of the Amalgamation of the Transferor Companies with the Transferee Company in pursuance of this Scheme, shall be borne and may be paid by the Transferee Company from its free reserves. This includes, but not limited to, legal and professional fees paid to Company Secretaries, Chartered Accountants, Advocates and other professionals, fees paid on issue of shares, registration fees, stamp paper charges etc.

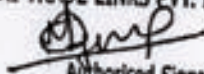
15. EFFECT OF NON – RECEIPT OF APPROVALS

In the event of this Scheme failing to take effect, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or employees or any other person.

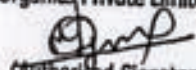
The Transferee Company shall be entitled to file/revise its income tax returns and other statutory returns of its own or all the transferor companies, if required, and shall have the right to claim refunds, advance tax credits, etc, if any, as may be required consequent to implementation of this Scheme.

On this Scheme becoming effective, the shareholders of both the Transferee Company and all the Transferor Companies shall be

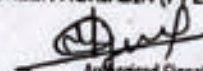
For BARATHI TRADE LINKS PVT. LTD.


Authorised Signatory

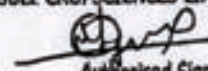
For Indogulf Organics Private Limited


(Authorised Signatory)

For GREEN AGRIASIA (P) LTD


Authorised Signatory

For INDOGULE CROPS SCIENCES LIMITED


Authorised Signatory

deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

16. DIRECTORS OF THE TRANSFEROR COMPANIES

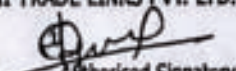
That the Directors of Transferor Companies shall cease to hold office as Directors thereof with effect from the Effective date and consequently the Board of Directors of Transferor Company shall stand dissolved.

17. SEVERABILITY

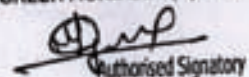
If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts/ provisions of this Scheme.

XXX

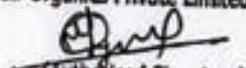
For BARATHI TRADE LINKS PVT. LTD.


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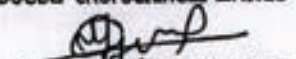
For GREEN AGRIASIA (P) LTD


Authorised Signatory

For Indogulf Organics Private Limited


(Authorised Signatory)

For INDOGULF CROPSCIENCES LIMITED


Authorised Signatory

INDOGULF CROPSCIENCES LIMITED

Regd off: 501, Gopal Heights, Netaji Subhash Place, Delhi-110034

CIN: U74899DL1993PLC051854

Phone: +91 - 11 - 40040400, Fax No: +91 - 11 - 40040444

Website: www.groupindogulf.com, E-mail: info@groupindogulf.com

COMPANY APPLICATION (CAA) NO. 131(ND) OF 2017

IN THE MATTER OF:

The Companies Act, 2013;

AND

IN THE MATTER OF:

Application under Sections 230 -232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, Amalgamations) Rules, 2016;

AND

IN THE MATTER OF:

Scheme of Amalgamation amongst Green Agriasia Private Limited, Indogulf Organics Private Limited, Barathi Trade Links Private Limited WITH Indogulf Cropsciences Limited and their respective shareholders and creditors;

Proxy Form

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Unsecured Creditor(s)

Registered address : _____

E-mail Id : _____

Folio No. _____ DP ID & Client ID*. _____

I / We, being the Unsecured Creditor(s) of of Indogulf Cropsciences Limited, hereby appoint

1. Name: _____ E-mail Id: _____

Address: _____

Signature: _____

or failing him

2. Name: _____ E-mail Id: _____

Address: _____

Signature: _____

or failing him

3. Name: _____ E-mail Id: _____

Address: _____

Signature: _____

as my/our proxy to attend and vote (on a poll) either for or against each resolution for me/us and on my/our behalf at the meeting of Unsecured Creditor of the Company to be held on ----- at ----- at ----- and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No	Resolution	Optional**	
		For	Against
1	Scheme of Amalgamation amongst Green Agriasia Private Limited, Indogulf Organics Private Limited, Barathi Trade Links Private Limited WITH Indogulf Cropsciences Limited		

Signed thisday of 2018.

Affix

Re. 1

Signature of Unsecured Creditor

Signature of first proxy holder

Signature of second proxy holder

Signature of third proxy holder

Note:

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. Authorised Representative representing a Company must also submit Board Resolution/Power of Attorney/Authority Letter from the Company authorizing the Authorised Representative to attend the meeting/execute the proxy form, not less than forty eight hours before the time of holding the meeting.
3. No person shall be appointed as proxy who is a minor.
4. Please affix revenue stamp.
5. The proxy of a unsecured creditor blind or incapable of writing may be accepted if such unsecured Creditor has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address. Provided that all insertion in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the said creditor before he attached his signature or mark.
6. The proxy of an unsecured creditor who does not know English may be accepted provided that all insertion in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the said creditor before he attached his signature or mark and the witness certifies that it was explained to the said creditor in the language known to him, and gives the said creditor name in English below the signature.
7. Holder of this form may vote in favour or against the resolution.

INDOGULF CROPS SCIENCES LIMITED

Regd off: 501, Gopal Heights, Netaji Subhash Place, Delhi-110034

CIN: U74899DL1993PLC051854

Phone: +91 - 11 - 40040400, Fax No: +91 - 11 - 40040444

Website: www.groupindogulf.com, E-mail: info@groupindogulf.com

**Before the National Company Law Tribunal,
New Delhi Bench, at New Delhi**

COMPANY APPLICATION (CAA) NO. 131(ND) OF 2017

ATTENDANCE SLIP

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

DP ID*		
Client ID*		

NAME AND ADDRESS OF THE UNSECURED CREDITOR/PROXY:

I/We hereby record my/our presence at the **Meeting of the Unsecured Creditor** convened pursuant to the order dated -----of National Company Law Tribunal held at _____ at _____, **NEW DELHI, INDIA.**

Signature of the Unsecured Creditor/Proxy

ROUTE MAP FOR THE VENUE OF THE MEETING

