

4

SCHEME OF AMALGAMATION
OF
SADASHIVA SUGARS LIMITED
WITH
E.I.D. - PARRY (INDIA) LIMITED

2

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

GENERAL

This Scheme of Amalgamation is presented for the amalgamation of Sadashiva Sugars Limited (hereinafter referred to as "the Transferor Company" or "SSL") with E.I.D.-Parry (India) Limited (hereinafter referred to as "the Transferee Company" or "E.I.D."). The Transferor Company is a wholly owned subsidiary of the Transferee Company. This Scheme is made pursuant to the provisions of section 391 to 394 and other relevant provisions of the Companies Act, 1956.

PART-I


1. DEFINITION

In this Scheme, unless inconsistent with the subject or context, the following shall have the meanings as provided herein:

- 1.1 "Act" means the Companies Act, 1956 or any statutory modification or reenactment thereof.
- 1.2 "Appointed Date" means the date from which this Scheme shall become operative viz., 1st April 2013 or if the Boards of Directors of the Transferor Company and the Transferee Company require any other date subsequent to 1st April 2013 and/or the Hon'ble High Court of Karnataka modify the Appointed Date to such other date, then the same shall be the Appointed Date.
- 1.3 "Court" means the Hon'ble High Court of Karnataka or Company Law Tribunal empowered to sanction the Scheme as per the provisions of the

Act.
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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

For SADASHIVA SUGARS LIMITED

MANAGING DIRECTOR

- 1.4 "Effective Date" means the date or last of the dates on which the certified copy of the order of the Court sanctioning this Scheme is filed with the respective Registrar of Companies by the Transferor and the Transferee Company.
- 1.5 "Scheme of Amalgamation" or "Scheme" or "The Scheme" or "This Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved, imposed, or directed by the Court.
- 1.6 "Transferee Company" means E.I.D.-Parry (India) Limited, a Company incorporated under the provisions of the Act, having its registered office at Dare House, Parrys Corner, Chennai - 600001.
- 1.7 "Transferor Company" means Sadashiva Sugars Limited, a Company incorporated under the provisions of the Act, having its registered office at Venus Building, 3rd Floor, 1/2 Kalyanamantapa Road, Jakkasandra, Koramangala, Bangalore-560034.
- 1.8 "Undertaking" shall mean and include the whole of the undertaking of the Transferor Company, as a going concern, including their businesses, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trade names, trade marks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trade marks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the

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Company Secretary

2

For SADASHIVA SUGARS LIMITED

MANAGING DIRECTOR

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right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, sales tax, value added tax, turnover tax, service tax, etc), Software License, Domain / Websites etc., in connection / relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

1.9 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act and other applicable laws, rules, regulations and byelaws as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. SHARE CAPITAL

2.1 The Authorized, Issued, Subscribed and Paid up Share Capital of the Transferor Company as on 31st March 2013 is as under:

<u>AUTHORISED SHARE CAPITAL:</u>	<u>Amount (in Rs.)</u>
11,10,00,000 Equity Shares of Rs.10/-each	111,00,00,000/-

<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL:</u>	
11,02,70,018 Equity Shares of Rs.10/-each fully paid up	110,27,00,180/-

All the Equity Shares issued by the Transferor Company, as above, are held by the Transferee Company and its nominees. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

2.2 The Authorised, Issued Subscribed and Paid up Share Capital of the Transferee Company as on 31st March 2013 is as under:


<u>AUTHORISED SHARE CAPITAL:</u>	<u>Amount (in Rs.)</u>
50,00,000 Redeemable Preference Shares of Rs.100/- each	50,00,00,000/-
51,50,00,000 Equity Shares of Re.1/- each	51,50,00,000/-

Total	101,50,00,000/-
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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL:

17,57,72,364 Equity Shares of Re.1/- each fully paid up Rs.17,57,72,364/-

PART II
TRANSFER AND VESTING3. TRANSFER OF UNDERTAKING

The Undertaking shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

- 3.1 With effect from the Appointed Date, the whole of the Undertaking of the Transferor Company comprising its businesses, all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (3.2), (3.3) and (3.4) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date, the Undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

Provided that for the purpose of giving effect to the vesting order passed under Section 391 to 394 in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the recording of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Section 391 to 394 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- 3.2 All the movable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company. Such delivery shall be made on a date

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MANAGING DIRECTOR

mutually agreed upon between the Board of Directors of the Transferor Company and the Transferee Company.


- 3.3 In respect of movables other than those specified in sub-clause 3.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi for intimating to third parties shall to the extent possible be followed:
- (i) The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositee as the case may be, that pursuant to the Court having sanctioned the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;
- (ii) The Transferor Company shall also give notice in such form as it may deem fit and proper to each person, debtor, loanee or depositee that pursuant to the Court having sanctioned the Scheme the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Company to recover or realize the same stands extinguished.
- 3.4 In relation to the assets, if any, belonging to the Transferor Company, which require separate documents of transfer, the Transferor Company and the Transferee Company will execute necessary documents, as and when required.
- 3.5 With effect from the Appointed Date, 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 not in the balance sheet of the Transferor Company shall also, under the provisions of Section 391 read with Section 394 of the Act, without any

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further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations 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 debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to the contract or arrangement to which the Transferor Company is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company as well as to implement and carry out all such formalities and compliances referred to above.

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

Provided however that any reference in any security documents or arrangements (to which the Transferor Company is a party) pertaining to the assets of the Transferor Company offered, or agreed to be offered, as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Undertaking of the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that, such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company or any of the assets of the Transferee Company.

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

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6

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Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferee Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation of the Transferor Company with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore, after the amalgamation has become operative.

- 3.7 In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person and availed of by the Transferor Company are concerned, the same shall vest with, and be available to, the Transferee Company on the same terms and conditions.
- 3.8 Loans or other obligations, if any, due between the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf. In so far as any shares, securities, debentures or notes issued by the Transferor Company, and held by the Transferee Company, the same shall, unless sold or transferred by the Transferee Company, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall have no effect and the Transferor Company, shall have no further obligation outstanding in that behalf.
- 3.9 Where any of the liabilities and obligations/assets attributed to the Transferor Company on the "Appointed Date" has been discharged/sold by the Transferor Company after the "Appointed Date" and prior to the "Effective Date", such discharge/sale shall be deemed to have been for and on behalf of the Transferee Company.
- 3.10 From the "Effective Date" and till such time that the names of the respective bank accounts of the Transferor Company is replaced with that of the Transferee Company, the Transferee Company shall be entitled to

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operate the bank accounts of the Transferor Company, in its name, in so far as may be necessary.

4. BENEFITS OF AMALGAMATION

- 4.1 The Transferor Company and the Transferee Company are engaged in the same line of business. The resources available with both the companies could be pooled together and the Transferee Company will be able to effectively utilise the same for the benefit of the Transferee company on a larger scale.
- 4.2 By the amalgamation, the operational costs will be reduced and the management will be able to operate and run the Transferee Company as a single unit more effectively and economically resulting in better turnover and profits.
- 4.3 It will make available to the Undertaking of the Transferor Company, the benefit of financial resources, and managerial, technical and marketing expertise of the Transferee Company.
- 4.4 The amalgamation would bring in greater economies in scale of operations and will help in reducing expenditure considerably.
- 4.5 The amalgamation will be conducive to better and more efficient and economic control and conduct of the business of the Transferee Company.
- 4.6 There will be operational synergy in terms of procurement benefits, common license, and reduction of administration work etc., for the Transferee Company.
- 4.7 The Transferee Company will have the benefit of the combined reserves, assets, man-power and cash flows of both the companies.
- 4.8 With the enhanced capabilities and resources at its disposal, the Transferee Company will have greater flexibility to market and meet consumer needs more effectively.

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Company Secretary.

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

- 4.9 A larger growing company will mean enhanced financial and growth prospects for the people and organizations connected with the company and will be in public interest.

5. LEGAL PROCEEDINGS

- 5.1 All suits, actions and proceedings of whatsoever nature by or against the Transferor Company on the Appointed Date shall be transferred to the name of the Transferee Company and the same shall be continued and enforced by or against the Transferee Company, to the exclusion of the Transferor Company, as the case may be.

- 5.2 If proceedings are taken against the Transferor Company, in respect of matters referred to above, it shall defend the same in accordance with the advice of, and at the cost of, the Transferee Company, as the case may be from Appointed Date till Effective Date.

6. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 6.1 Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before this arrangement under this Scheme, shall be, in full force and effect, against or in favour of the Transferee Company, and may be enforced as fully and as effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto. The Transferee Company shall enter into and / or issue and / or execute deeds, writings or confirmation or enter into any tripartite arrangement, confirmations or novations to which the Transferor Company as the case may be will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or become necessary.

- 6.2 As a consequence of the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company, as the case may be, to the Transferee Company, whether for the purposes of any licence, permit,

For SADASHIVA SUGARS LIMITED

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Company Secretary.

9


MANAGING DIRECTOR

approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.

6.3 The Transferee Company may, at any time, after the coming into the 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 any party to any contract or arrangement to which the Transferor Company is a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company, implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company, as the case may be, to be carried out or performed.

6.4 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

7. EMPLOYEES

7.1 All the executives, staff, workmen, and other employees in the service of the Transferor Company, immediately before the Effective Date, under this Scheme shall become the executives, staff, workmen, and other employees of the Transferee Company, on the basis that:

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G. JALAJA
Company Secretary.

10

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

- (a) Their services shall have been continuous and shall not have been interrupted by reason of such transfer as if such transfer is effected under Section 25 FF of the Industrial Disputes Act, 1947;
- (b) The terms and conditions of service applicable to the said staff, workmen, and other employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer;
- (c) In the event of retrenchment of such staff, workmen, or other employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the staff, workmen, or other employees shall have been continuous and shall not have been interrupted by reason of such transfer; and
- (d) In so far as the existing provident fund trusts, gratuity fund and pension and / or superannuation fund trusts created by the Transferor Company for their employees are concerned, the part of the funds referable to the employees who are being transferred shall be continued for the benefit of the employees who are being transferred to the Transferee Company pursuant to the Scheme in the manner provided hereinafter. In the event that the Transferee Company has its own funds in respect of any of the funds referred to above, the amounts in such funds in respect of contributions pertaining to the employees of the Transferor Company, shall, subject to the necessary approvals and permissions, be transferred to the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own fund, in respect of any of the aforesaid matters, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of the Transferor Company, as the case may be, until such time that the Transferee Company creates its own fund, at which time the contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company.

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

8. SAVING OF CONCLUDED TRANSACTIONS

- 8.1 The transfer of Undertaking under Clause 3 above, the continuance of proceedings by or against the Transferee Company under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

9. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY TILL EFFECTIVE DATE

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

- 9.1 The Transferor Company shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.
- 9.2 All profits or income or income tax accruing or arising to the Transferor Company, or losses arising or expenditure incurred by them, on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or income tax of the Transferee Company.
- 9.3 The Transferor Company shall carry on their business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose off any part of the undertaking (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Company prior to the Appointed Date).

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

12

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

- 9.4 The Transferor Company shall continue to comply with the provisions of the Act including those relating to preparation, presentation, circulation and filing of accounts as and when they become due for compliance.
- 9.5 The Transferor Company shall not declare any dividend, between the Appointed Date and the Effective Date, without the prior written consent of the Transferee Company.
- 9.6 The Transferor Company shall not make any modification to their capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassify, sub-divide or reorganize or in any other manner, whatsoever, except by mutual consent of the Board of Directors of the Transferor Company and of the Transferee Company.
- 9.7 The Transferor Company shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

10. CONSIDERATION

The Transferor Company is a wholly owned subsidiary of the Transferee Company. Upon the Scheme becoming effective, the shares held by the Transferee Company and its nominees in the Transferor Company shall be cancelled and extinguished and no share shall be issued by the Transferee Company in consideration for this scheme of amalgamation.

11. AUTHORIZED SHARE CAPITAL

- 11.1 Upon the Scheme becoming effective, the authorized share capital of the Transferor Company shall stand combined with the authorized share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by the Transferor Company on its authorized share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorized Share capital and accordingly, the Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorized share capital.

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

- 11.2 'Clause V' of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 94 to 97 and other applicable provisions of the Act by deleting the existing Clause and replacing it by the following:

"The Authorized Share Capital of the company is Rs. 212,50,00,000/- (Rupees Two Hundred and Twelve Crores and Fifty Lakhs Only) divided into 162,50,00,000 (One Hundred and Sixty Two Crores and Fifty Lakhs) Equity Shares of Re.1/- each and 50,00,000 (Fifty Lakhs) Redeemable Preference Shares of Rs.100/- each and, with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with power to increase and reduce the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company".

- 11.3 The approval of this Scheme under sections 391 and 394 of the Act, shall be deemed to have the approval under sections 16, 31, 94, 97 and other applicable provisions of the Act and any other consents and approvals required in this regard.

12. ACCOUNTING TREATMENT

- 12.1 The amalgamation being "amalgamation in the nature of merger" as defined in the Accounting Standard 14, Accounting for Amalgamations" (AS 14) shall be accounted for under the pooling of interest method in accordance with the said AS 14. Further the Board of Directors of the transferee company is authorized to account for this amalgamation in a manner as may be deemed fit, in accordance with the Accounting Standards prescribed under the Companies Act, 1956/issued by the Institute of Chartered Accountants of India and Generally Accepted Accounting Principles in India.

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

14

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

- 12.2 The Transferee Company shall, upon the Scheme coming into effect, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme at their respective book values.
- 12.3 The Transferee Company shall record all the Reserves of the Transferor Company, in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date i.e., 31st March 2013.
- 12.4 The Debit balance in Profit and Loss Account of the Transferor Company as per the audited accounts as at the close of business of the day immediately preceding the Appointed Date i.e., 31st March 2013 shall be adjusted against the General Reserves of the transferee Company on amalgamation. The difference between amount recorded as Investments in transferor company in the books of Transferee company and the amount of share capital of the transferor company shall be adjusted against the General reserve of the Transferee company on amalgamation.
- 12.5 To the extent there are inter-corporate loans or balances between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be.
- 12.6 It is clarified that all taxes payable by the Transferor Company from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its Sale Tax returns, Excise and Modvat/Cenvat returns, other tax returns, and to claim refunds/credits, pursuant to the provisions of this Scheme. Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income-tax returns and to claim refunds, advance tax and withholding tax credits, tax losses/unabsorbed depreciation as the case may be, pursuant to the provisions of this Scheme.

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

15

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

PART III -

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE
TRANSFEROR COMPANY AND THE TRANSFEREE COMPANY

13. APPLICATION TO COURT

13.1 The Transferor Company shall, with reasonable dispatch, apply to the Court for necessary orders or directions for holding meetings of the members or creditors of the Transferor Company for sanctioning this Scheme of Amalgamation under Section 391 of the Act or for dispensing the holding of such meeting and orders under Section 394 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up. Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, there is no need for filing application/petition by the Transferee Company for sanctioning the Scheme of Amalgamation.

14. DISSOLUTION OF TRANSFEROR COMPANY

14.1 Subject to an order being made by the Court under Section 394 of the Act, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

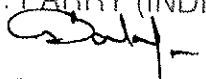
15. MODIFICATIONS / AMENDMENTS TO THE SCHEME

15.1 The Transferor Company and the Transferee Company through their respective Board of Directors including Committee of Directors or other persons, duly authorized by the respective Boards in this regard, may make or assent to any alteration or modification to this Scheme or to any conditions or limitations, which the Court or any other Competent Authority may deem fit to direct, approve or impose and may give such directions including an order of dissolution of the Transferor Company without process of winding up as they may consider necessary, to settle any doubt, question or difficulty, arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do and to execute all such acts, deeds, matters and things necessary for putting this Scheme into effect, or to review the portion relating to the satisfaction of the

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For SADASHIVA SUGARS LIMITED

For E.I.D. PARRY (INDIA) LTD,



G. JALAJA
Company Secretary.



MANAGING DIRECTOR

conditions to this Scheme and if necessary, to waive any of those (to the extent permitted under law) for bringing this Scheme into effect.

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

16. DATE OF TAKING EFFECT

- 16.1 The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the Court shall be effective from the Effective Date but shall be operative from the Appointed Date.

17. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

This Scheme is conditional on and subject to -

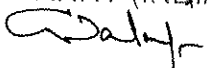
- 17.1 The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.
- 17.2 The approval of and agreement to the scheme by the requisite majority of such classes of persons of the Transferor Company as may be directed by the Court on the applications made for directions under Section 391 of the Act for calling meetings or for dispensing with their holding.
- 17.3 The sanction by the Court under Sections 391 and 394 and other applicable provisions of the Act being obtained by the Transferor Company.
- 17.4 Filing with the respective Registrar of Companies the certified copy of order, sanctioning the Scheme by the Transferor Company and the Transferee Company.

For SADASHIVA SUGARS LIMITED


MANAGING DIRECTOR

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18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

18.1 In the event of the Scheme not being sanctioned by the Court and/or the order or orders not being passed as aforesaid before 31st December 2014 or within such further period or periods as may be agreed upon between the Transferor and Transferee Companies who are hereby empowered and authorized, to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective Board of Directors, the Scheme shall become fully null and void and in that event no rights and liabilities shall accrue to or be inter-se by the parties in terms of the Scheme.

19. EXPENSES CONNECTED WITH THE SCHEME

19.1 All costs, charges, levies, fees, duties and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme shall be borne and paid by the Transferee Company.

20. LIBERTY TO APPLY FOR DIRECTIONS

The Transferor Company or Transferee Company shall be at liberty to apply to the Court for such directions as it may deem necessary for the purpose of implementing the Scheme or for the proper working of the Scheme.

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For E.I.D. PARRY (INDIA) LTD,


G. JALAJA
Company Secretary.

For SADASHIVA SUGARS LTD.


MANAGING DIRECTOR