

HELD AT ..... ON ..... TIME .....

**MINUTES OF THE PROCEEDINGS OF THE SEVENTY FIFTH ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF FDC LIMITED HELD ON WEDNESDAY, SEPTEMBER 30, 2015 AT 10.00 A.M. AT WELCOMHOTEL RAMA INTERNATIONAL, R-3, CHIKALTHANA, AURANGABAD – 431 210.**

**PRESENT:**

- |     |                              |   |
|-----|------------------------------|---|
| 1.  | Mr. Mohan A. Chandavarkar -  | Chairman & Managing Director<br>& Member                    |
| 2.  | Mr. Nandan M. Chandavarkar - | Joint Managing Director & Member                            |
| 3.  | Mr. Ashok A. Chandavarkar -  | Whole time Director & Member                                |
| 4.  | Mr. Ameya A. Chandavarkar -  | Whole time Director & Member                                |
| 5.  | Ms. Nomita R. Chandavarkar - | Whole time Director & Member                                |
| 6.  | CA. Girish C. Sharsedalal -  | Independent Director & Member                               |
| 7.  | Dr. Rahim H. Muljiani -      | Independent Director & Member                               |
| 8.  | Mr. Sanjay B. Jain -         | Chief Financial Officer                                     |
| 9.  | Ms. Varsharani Katre -       | Company Secretary   |
| 10. | Mr. Ramnik Chhatbar -        | Internal Auditor  |
| 11. | CA. Ronak Shah -             | Representative of Statutory Auditors,<br>M/s. S R B C & Co. |
| 12. | CS. Sanjay Dholakia -        | Secretarial Auditor   |

**1. CHAIRMAN OF THE MEETING**

Mr. Mohan A. Chandavarkar, Chairman & Managing Director of the Company took the Chair.

**2. QUORUM**

The Chairman commenced the meeting by welcoming the members at 10.00 a.m. The Chairman stated that 47 (Fourty Seven) members were present in person and there were 7 No. of proxies. Having ascertained that the requisite quorum of 30 (Thirty) members stipulated under Section 103 of the Companies Act, 2013 as applicable to the Company was personally present in person, the Chairman called the meeting to order.

**3. REGISTERS**

The Statutory Registers, Proxy Register and inspection documents were made available during the meeting for inspection of the Members.

**4. NOTICE, DIRECTORS REPORT & ANNUAL ACCOUNTS**

With the concurrence of the Members, the Notice of the 75<sup>th</sup> Annual General Meeting, Director's Report alongwith the Annexures thereto and the Annual Accounts for the year ended March 31, 2015 were taken as read.

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**5. AUDITORS REPORT**

The Chairman informed the members that there were no qualifications, observations or comments mentioned in the Auditors report for the financial year 2014-15. In terms of Section 145 of the Companies Act, 2013, the same was taken as read with the concurrence of the Members.

**6. CHAIRMAN'S SPEECH**

The Chairman delivered his speech to the shareholders, in which he covered the financial performance of the Company during financial year 2014-15. He mentioned that the total consolidated revenue of the Company has registered a growth of 5.65% and the profitability has been maintained despite stringent statutory requirements in domestic and international market. He further briefed on the financial result of the first quarter ended June 30, 2015.

Thereafter, the Chairman elaborated on the domestic and international marketing. He further also deliberated on the ongoing updates of the Company with respect to the Scheme of Amalgamation, purchase of existing leased property at Jogeshwari, Mumbai and the ongoing CSR initiatives of the Company.

The Chairman thanked all the employees, stakeholders, customers, business associates and medical fraternity for their continued support and confidence in the Company.

He invited members to ask questions in writing and hand over the same to the Company Secretary, to seek clarifications, if any, on the Agenda items as set out in the Notice of the 75<sup>th</sup> Annual General Meeting.

He replied all the queries raised by the members and proceeded further.

The Chairman mentioned that the Company had offered e-voting facility for the shareholders under Section 108 of the Companies Act, 2013 engaging the services of Central Depository Services (India) Limited (CDSL). It was extended to all shareholders of the company holding shares as on the cut-off date fixed for this purpose, namely, September 23, 2015, in respect of all the 7 items listed in the Notice for the 75<sup>th</sup> Annual General Meeting. The e-voting commenced on September 27, 2015 and closed on September 29, 2015. The Company had appointed Mr. Sanjay Dholakia, Practising Company Secretary as Scrutinizer to scrutinize the e-voting and report thereon in the prescribed manner.

He informed that the Members who have not voted through the remote e-voting mode can vote at the meeting by way of Ballots. The Company had appointed Mr. Sanjay Dholakia of M/s. Sanjay Dholakia & Associates, Practising Company Secretaries (COP No.1798) as the Scrutinizer for the physical voting

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by Ballot paper at the AGM of the Company, to scrutinize the voting process in a fair and transparent manner and submit the report thereon.

On receipt of the scrutinizer's combined report on the Poll and e-voting, the results of voting for each resolution shall indicate separately the votes on the Poll and electronic voting and would be immediately intimated to the BSE Limited and National Stock Exchange of India Limited. Further, the results shall also be uploaded on the Company's website- [www.fdcindia.com](http://www.fdcindia.com) and shall be available at the registered office of the Company

He proceeded with the Agenda items as set forth in the Notice of Annual General Meeting and requested members to propose and second the various resolutions to be passed. Following were the resolution take up:

**(I) Adoption of Financial Statements**

The following ordinary resolution was proposed by Mr. G.V. Nayak and Seconded by Mr. Manoj Rane.

**"RESOLVED THAT** the statement of Profit & Loss of the Company for the year ended 31<sup>st</sup> March 2015 and the Balance Sheet as on that date along with the report of the Board of Directors and that of the Auditors thereon be and are hereby approved and adopted."

**(II) Dividend Declaration**

The following ordinary resolution was proposed by Mr. Santosh Kulkarni and Seconded by Mr. Jayant Sahu.

**"RESOLVED THAT** Final Dividend at the rate of Rs. 2.25 (225%) per share on the fully paid up equity share capital of the Company of Rs. 17.78 Crores (face value of Re.1 each) absorbing a sum of Rs. 40.01 Crores exclusive of dividend tax, out of the current profits for the year ended March 31, 2015, be paid to the shareholders whose names stand registered in the books of the Company after the closure of business hours, on September 26, 2015 till AGM.

**RESOLVED FURTHER THAT** the directors and the Company Secretary be and is hereby authorised to do all such acts and deeds as may be necessary to give effect to the above resolution."

**(III) Re-appointment of retiring Director**

The following ordinary resolution was proposed by Mr. Subhash Satam and Seconded by Mr. Santosh Thawre.

**"RESOLVED THAT** Mr. Ashok A. Chandavarkar, who retires by rotation, be and is hereby re-appointed as a Director of the Company, liable to retire by rotation."



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The Chairman informed the members that Mr. Ashok Chandavarkar, Mr. Ameya Chandavarkar and Mrs. Mangala Chandavarkar are interested in the said resolution.

**(IV) Appointment of Auditors**

The following ordinary resolution was proposed by Ms. Gauri Vishwasrao and Seconded by Mr. Dilip Karnik.

**"RESOLVED THAT** pursuant to the provisions of Section 139, 142 and other applicable provisions, if any, of the Companies Act, 2013 and the Companies (Audit and Auditors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), M/s. S R B C & Co. LLP, Chartered Accountants (ICAI Firm Registration No. 324982E) be and are hereby appointed as the Statutory Auditors of the Company to hold office from the conclusion of this Annual General Meeting till the conclusion of the next Annual General Meeting of the Company.

**RESOLVED FURTHER THAT** the Board of Directors be and are hereby authorised to fix the remuneration as may be recommended by the audit committee in consultation with the Auditors."

**(V) Re-appointment of Mr. Ameya A. Chandavarkar as a Wholetime Director**

The following ordinary resolution was Proposed by Mrs. Fatima D'souza and Seconded by Mr. Nitin Kanojia.

**"RESOLVED THAT** pursuant to the provisions of Sections 196, 197, 198 and 203 read with Schedule V and all other applicable provisions of the Companies Act, 2013 and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, (including any statutory modification(s) or re-enactment thereof for the time being in force), approval of the shareholders be and is hereby accorded for the re-appointment of Mr. Ameya A. Chandavarkar (DIN: 00043238) as a Wholetime Director of the Company for a period of 5 (five) years with effect from November 01, 2014, on the following terms and conditions, remuneration and perquisites upto a maximum as may be permitted under Schedule V of the Companies Act, 2013 or any modification or re-enactment thereof as in force for the period covered under the Agreement to be entered into by the Company with Mr. Ameya A. Chandavarkar or on the basis of such other law or notification as may be permissible or applicable ("said appointee"):

1. The material terms of the said Agreement are as follows:
  - i. Term: November 01, 2014 to October 31, 2019
  - ii. Salary: November 01, 2014 to October 31, 2019, the salary shall be Rs. 2,00,000/- (Rupees Two Lakh only) p. m. with an annual increment of Rs. 7,500 (Rupees Seven Thousand Five Hundred Only) p.m. rising upto

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Rs. 2,30,000/- (Rupees Two Lakh Thirty Thousand Only) p.m. in the maximum.

Annual increments every year, for the term, will be effective from November.

iii. Commission: In addition to salary and perquisites, commission not exceeding 0.30 percent of the net profits of the Company in a financial year, computed in the manner laid down in Section 198 of the Companies Act 2013 and subject to the overall ceilings laid-down under Sections 197 of the Companies Act, 2013 and Schedule V of the Companies Act, 2013.

2. Perquisites: In addition to the salary and commission as mentioned in clause 1 above, the said appointee shall be entitled to perquisites as under:

i. Housing: The expenditure incurred by the company on hiring furnished accommodation for the appointee shall be subject to a ceiling of 60% of his salary.

However, if the Company does not provide the appointee residential accommodation, the said appointee is entitled to house rent allowance of 60% of his salary. Besides, the Company shall provide amenities such as gas, electricity, water and furnishings subject to a ceiling of 10% of salary, computed as per Income Tax Rules, 1962.

ii. Medical, hospitalization and health care expenses: Reimbursement of medical, hospital and nursing expenses including mediclaim policy premium paid by the Company and where recommended by a medical practitioner, travelling expenses for this purpose in or outside India for himself, his spouse and dependent children actually incurred subject to a ceiling of 1 (one) month's salary per year or 3 (three) months' salary in a block period of 3 (three) years.

iii. Leave Travel Concession: For the appointee, his wife and dependent children once a year, in accordance with any rules specified by the Company subject to a ceiling of 1 (one) month's salary during leave for holidaying in any place or places in India not more frequently than once in a year, including travelling expenses by air and/or air-conditioned first class by rail, subject to a condition that he will not be entitled to any expenses of stay at any holiday resort.

iv. Club Fees: Reimbursement of club fees, subject to a maximum of 2 (two) clubs, excluding life membership and admission fees.

v. Personal Accident Insurance: As per any rules specified by the Company.

vi. Health Mediclaim Insurance: As per any rules specified by the Company.



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- vii. Provident Fund : Company's contribution to provident fund shall be as per the scheme applicable to the employee's of the Company, but not exceeding 12% of the salary or such other limits as prescribed by the Government.
- viii. Contribution to Superannuation Fund and Pension Scheme: The Company's contribution towards pension and/or superannuation fund shall be an amount equivalent to 15% of the salary, as applicable to the other senior officers of the Company.  
  
Contribution to provident fund, superannuation fund will not be included in the Computation of the ceiling on perquisites to the extent these, either singly or put together, are not taxable under the Income Tax Act.
- ix. Gratuity: As per the rules of the Company, payable in accordance with the approved gratuity fund which shall not exceed half month's salary for each completed year of service.
- x. Ex- Gratia: In accordance with the Company's rules and regulations in force from time to time.
- xi. Provision of car for use on Company's business and telephone at residence will not be considered as perquisites. Personal long distance calls on telephone and use of car for private purpose shall be billed by the Company to the said appointee.
- xii. Land line telephone/mobile phone/internet for official use.
- 3. Where in any financial year during the currency of the tenure of the said appointee the Company has no profit or inadequacy of profits, the remuneration by way of salary, commission and perquisites shall not exceed, the maximum limits prescribed in Schedule V of the Companies Act, 2013, except with the approval of the Central Government wherever necessary.
- 4. The said appointee shall be eligible for annual privilege leave on full salary for a period of 21 (twenty one) days and such leave shall be allowed to be accumulated for not more than 90 (ninety) days during the tenure of his appointment. Encashment of unavailed privilege leave at the end of the tenure of appointment will not be included in the computation of the ceiling on perquisites.
- 5. The said appointee shall be entitled to :
  - (i) Reimbursement of expenses actually and properly incurred for the business of the Company as well as other expenses incurred by the appointee in the performance of duties on behalf of the Company.

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- (ii) The reimbursement of travelling, hotel and other expenses incurred by the appointee in India and abroad exclusively for the business of the Company.
6. The said appointee shall unless prevented by ill-health throughout the said term devote his whole time attention and abilities to the business of the Company and shall carry out the directions issued from time to time by the Board of Directors and shall in all respects conform to and comply with the directions and regulations made by the board and shall well and faithfully serve the Company and use his utmost endeavors to promote the interests of the Company.
7. The salary payable to the said appointee in terms of Clause 1, hereof shall continue to be paid to him in full during the first 6 (six) months of his illness or for causes beyond his control which would enforce his absence from duties and thereafter at the rate of one half of such salary during such absence until he shall have been so absent for a continuous period of 12 (twelve) months or until this Agreement is determined as hereinafter provided, whichever is earlier.
8. The said appointee shall not at any time or times during or after the continuance of his employment divulge, disclose or make public any of the secrets regarding the accounts, transactions or processes or regarding specifications, technical and patent information, formulae and know-how to be used for the manufacture or processing of drugs and products of the Company or any of the secrets regarding its plant, facilities, machinery and equipments, information and organization of production and material flow as well as methods and procedures of production or dealings of the Company which shall come to his knowledge whether the same shall be confided to him or become known to him as director or in any other manner whatsoever during the course of his employment.
9. In the case of death of the said appointee in the course of his employment, the Company shall pay to his legal representatives the remuneration for the then current month in addition to such other sum as the Board may determine.
10. If the said appointee shall, in the opinion of the Board of Directors, fail for 6 (six) consecutive months to perform or be negligent in his duty to the Company, the Company may by notice in writing determine this Agreement.
11. The said appointee shall not during the continuance of this Agreement, or for a period of 3 (three) years after the termination thereof, without the consent in writing of the Company, either solely or jointly with or as manager or agent for any other person or persons directly or indirectly carry on or be engaged in such business as the Company has been carrying on for the last preceding 3 (three) years.



CHAIRMAN'S INITIALS



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12. The said appointee hereby agrees that he will not at any time after determination of his employment:
- (i) Solicit the custom of or deal with any person or Company who has during the three/five years preceding such determination been a customer of the Company; and
  - (ii) Represents himself as being in any way directly or indirectly connected with or interested in the business of the Company.
13. Subject to Section 202 of the Companies Act, 2013 in the event of the Company at any time transferring its undertaking to another Company for any reason whatsoever the Company may make it one of the terms and conditions of such transfer that such other Company shall appoint the said appointee as a member of such other Company upon the same terms and conditions as are herein contained.
14. In the event of the Company being wound up voluntarily and in case it is able to pay its debts, the said appointee shall be paid by the Company or by its liquidator in priority to all other creditors as compensation for the loss of his employment as the appointee the sum equal to his 12 (twelve) months' remuneration consisting of salary on the basis of the last salary drawn and such compensation shall at all times be the first charge on the assets of the Company.
15. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate this Agreement, at anytime giving the other party 90 (ninety) days notice in writing in that behalf.

**RESOLVED FURTHER THAT** the Board of Directors of the Company be and is hereby empowered to modify the terms and conditions of the appointment of Mr. Ameya A. Chandavarkar, subject to the conditions that such modification complies with relevant sections and Schedule V of the Companies Act, 2013.

**RESOLVED FURTHER THAT** the agreement dated September 06, 2014 entered into by the Company with Mr. Ameya A. Chandavarkar, with respect to the above terms and conditions be and is hereby approved."

The Chairman informed the members that Mr. Ameya Chandavarkar, Mr. Ashok Chandavarkar and Mrs. Mangala Chandavarkar are interested in the said resolution.

- (VI) **Re-appointment of Mrs. Swati S. Mayekar as the Independent and Non-Executive Director.**

The following ordinary resolution was Proposed by Mrs. Dipali Shirodkar and Seconded by Mr. Datta Tongle.



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**"RESOLVED THAT** pursuant to the provisions of Sections 149, 150 and 152 and all other applicable provisions and Schedule IV of the Companies Act, 2013 and the Rules made thereunder, Mrs. Swati S. Mayekar (DIN: 00245261), who was appointed as an Additional, Non Executive Director of the Company with effect from September 06, 2014, and who holds office until the date of the ensuing annual general meeting, in terms of Section 161 of the Companies Act, 2013 and whose term of office expires at the ensuing Annual General Meeting and in respect of whom the Company has received a notice in writing from a member under Section 160 of the Companies Act, 2013, signifying his intention to propose Mrs. Swati S. Mayekar as a candidate for the office of a Director of the Company, be and is hereby appointed as an Non-Executive and Independent Director, for a term of 5 (Five) consecutive years upto September 05, 2019 and not liable to retire by rotation.

**RESOLVED FURTHER THAT** the Board of Directors be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to this resolution."

**(VII) Remuneration of Cost Auditors for Financial Year 2015-2016**

The following ordinary resolution was Proposed by Mr. Jayendra Kulkarni and Seconded by Mr. G.V. Nayak.

**"RESOLVED THAT** pursuant to provisions of Section 148 and all other applicable provisions of the Companies Act, 2013 and the Companies (Audit and Auditors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force) and subject to such guidelines and approval as may be required from the Central Government, Mr. Prakash A. Sevekari, Cost Accountants (Membership No. - 5978) appointed as Cost Auditors to audit the cost records maintained by the Company for the financial year ending March 31, 2016, on a remuneration of Rs.4,25,000/- (Rupees Four Lacs Twenty Five Thousand Only) excluding taxes and out of pocket expenses as recommended by the Audit Committee and approved by the Board of Directors at their meeting held on May 27, 2015 be and is hereby ratified and confirmed.

**RESOLVED FURTHER THAT** the Board of Directors be and are hereby authorised to do all such acts, deeds and things as may be required in this regard."

The Chairman thanked the members for their participation, suggestions and comments and declared that the meeting stands closed.

DATE : 27/10/2015

PLACE : MUMBAI

Timing : 12:00 Noon

M. Kulkarni  
CHAIRMAN