**FORM OF STATEMENT IN LIEU OF PROSPECTUS**

SCHEDULE III

[See section 70]

Form of Statement in Lieu of Prospectus to be delivered to Registrar by a Company which does not issue a prospectus or which does not go to allotment on a prospectus issued and reports to be set out therein

PART I

**Form of Statement and Particulars to be contained therein**

THE COMPANIES ACT, 1956

Statement in lieu of Prospectus delivered for registration by

[Insert the name of the Company]

Pursuant to section 70 of the Companies Act, 1956

Delivered for registration by

The nominal share capital of the

Company ……………..Rs…………….. .

Divided into........…… Shares of Rs. each

 Shares of Rs. each

 Shares of Rs. each

Amount (if any) of above capital Shares of Rs. each

which consists of redeemable preference shares

 The earliest date on which the company has

 power to redeem these shares

Names, addresses, descriptions and occupations of­

 (a) Directors or proposed Directors;

 (b) Managing Director or proposed Managing Director;

 (c) (Omitted)

 (d) (Omitted)

 (e) Manager or proposed Manager;

Any provision in the articles of the Company, or in

any contract irrespective of the time when it was

entered into, as to the appointment of and

remuneration payable to the persons referred to in

 (a), (b) and (e) above.

 If the share capital of the Company is divided into

different classes of shares, the right of voting at

meetings of the Company conferred by, and the rights

 in respect of capital and dividends attached to, the

 several classes of shares respectively.

Number and amount of shares and debentures agreed 1…………….. shares of Rs …

to be issued as fully or partly paid up otherwise than fully paid.

in cash. 2 ……………. shares upon which

 Rs per share credited as paid

 3 …………….. Debentures Rs……

The consideration for the intended issue of those 4. Consideration:

shares and debentures.

 Number, description and arnount of any shares or 1 ……………...shares of Rs ………

debentures which any person has or is entitled to be and debentures of Rs ………

given an option to subscribe for, or to acquire from, a

person to whom they have been allotted or agreed to

be allotted with a view to his offering them for sale.

Period during which the option is exercisable. 2. Until

Price to be paid for shares or debentures subscribed 3.

for or acquired under the option.

Consideration for the option or the right to option. 4. Consideration:

Persons to whom the option or the right to option was 5. Names and addresses­

given or, if given to existing shareholders or debenture­

holders as such, the relevant shares or debentures.

Names, Occupations and addresses of vendors of

property purchased or acquired, or proposed to be

purchased or acquired by the Company except where

the contract for its purchase or acquisition was

entered into in the ordinary course of the business

intended to be carried on by the Company or the

amount of the purchase money is not material.

Amount (in cash, shares or debentures) payable to

each separate vendor.

Amount (if any) paid or payable (in cash, shares or Total purchase price

debentures) for each such property, specifying amount Rs……………..

(if any) paid or payable for goodwill. Cash Rs ……………..

 Shares Rs ……………..

 Debentures Rs ……………..

 Goodwill Rs ……………..

Short particulars of every transaction relating to each

such property which was completed within the two

preceding years and in which any vendor to the

Company or any person who is, or was at the time

thereof, a promoter, Director or proposed Director of

the Company had any interest, direct or indirect.

Amount (it any) paid or payable as commission for Amount paid

Subscribing or agreeing to subscribe or procuring Amount payable

or agreeing to procure subscriptions for any shares

or debentures in the company; or

Rate of the commission Rate per cent

The number of shares, if any which persons have agreed

 to subscribe for a commission.

If it is proposed to acquire any business, the amount, as certified by the persons by whom the accounts of the business have been audited, of the net profits of the business in respect of each of the five years immediately preceding the date of this statement: provided that in the case of a business which has been carried on for less than five years and the accounts of which have only been made up in respect of four years, three years, two years or one year, the above requirements shall have effect as if references to four years, three years, two years or one year, as the case may be, were substituted for references to five years, and in any such case the statement shall say how long the business to be acquired has been carried on.

Where the financial year with respect to which the accounts of the business have been made up is greater or less than a year, references to five years, four years, three years, two years, and one year in this paragraph shall have effect as if references to such number of financial years as in the aggregate, cover a period of not less than five years, four years, three years, two years or one year, as the case may be, were substituted for references to three years, two years and one year respectively.

Estimated amount of preliminary expenses Rs

By whom those expenses have been paid or are payable.

Amount paid or intended to be paid to any promoter Name of Promoter:

Amount Rs.

Consideration for the payment Consideration:

Any other benefit given or intended to be given to any Name of promoter:

promoter

Nature and value of benefit:

Consideration for the benefit. Consideration:

Dates of, parties to, and general nature of­

1. (a)                Contract appointing or fixing the remuneration of Directors, Managing Director, (\* \* \*) or Manager; and

(b) every other material contract [other than (i) contract entered into in the ordinary course of the business intended to be carried on by the Company; or (ii) entered into more than two years before the delivery of this statement).

Time and place at which (1) the contracts or copies thereof, or (2) (i) in the case of a contract not reduced into writing, a memorandum giving full particulars thereof, and (ii) in the case of a contract wholly or partly in a language other than English, a copy of a translation thereof in English or embodying a translation in English of the parts in the other language, as the case may be, being a translation certified in the prescribed manner to be a correct translation, may be inspected.

Names and addresses of the auditors of the Company (if any)

Full particulars of the nature and extent of the interest of every Director, Managing Director, (\* \* \*) or Manager in the promotion of or in the property proposed to be acquired by the Company, or where the interest of such a Director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any persons either to induce him to become, or to qualify him as a Director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the Company.

(Signatures of the persons above named as directors ……………..……………..

proposed directors, or of their agents authorised in ……………..……………..

writing) ........................…………..

Date: .......................................

PART II

**Reports to be Set Out**

1. Where it is proposed to acquire a business, a report made by accountants (who shall be named in the statement) upon­

(a) the profits or losses of the business in respect of each of the five financial years immediately preceding the delivery of the statement to the Registrar; and

(b) the assets and liabilities of the business as at the last date to which the accounts of the business were made up.

2. (1) Where it is proposed to acquire shares in a body corporate which by reason of the acquisition or anything to be done in consequence thereof or in connection therewith will become a subsidiary of the Company, a report made by accountants (who shall be named in the statement) with respect to the profits and losses and assets and liabilities of the other body corporate in accordance with sub-clause (2) or (3) of this clause, as the case may require, indicating how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the company, and what allowance would have fallen to be made, in relation to assets and liabilities so dealt with, for holders of other shares, if the Company had at all material times held the shares to be acquired.

(2) If the other body corporate has no subsidiaries, the report referred to in subclause (1) shall

(a) so far as regards profits and losses, deal with the profits or losses of the body corporate in respect of each of the five financial years immediately preceding the delivery of the statement to the Registrar; and

(b) the assets and liabilities of the business as at the last date to which the accounts of the business were made up.

(3) If the other body corporate has subsidiaries, the report referred to in sub-clause (1) shall

(a) so far as regards profits and losses, deal separately with the other body corporate's profits or losses as provided by sub-clause (2), and in addition deal either

(i)as a whole with the combined profits or losses of its subsidiaries so far as they concern members of the other body corporate; or

(ii)individually with the profits or losses of each subsidiary, so far as they concern members of the other body corporate,

or, instead of dealing separately with the other body corporate's profits or losses, deal as a whole with the profits or losses of the other body corporate and, so far as they concern members of the other body corporate, with the combined profits or losses of its subsidiaries; and

(b) so far as regards assets and liabilities, deal separately with the other body corporate's assets and liabilities as provided by sub-clause (2) and, in addition, deal either

(i)as a whole with the combined assets and liabilities of its subsidiaries, with or without the other body corporate's assets and liabilties; or

(ii) individually with the assets and liabilities of each subsidiary; and shall indicate, as respects the assets and liabilities of the subsidiaries, the allowance to be made for persons other than members of the company.

PART III

 **Provisions applying to Parts I and II of this Schedule**

3. (1) In this Schedule, the expression "vendor" includes a vendor as defined in Part III of Schedule II

(2) Clause 31 of Schedule 11 shall apply to the interpretation of Part 11 of this Schedule as it applies to the interpretation of Part 11 of Schedule 11.

4. If in the case of a business which has been carried on, or of a body corporate which has been carrying on business, for less than five financial years, the accounts of the business or body corporate have only been made up in respect of four such years, three such years, two such years or one such year, Part II of this Schedule shall have effect as if references to four financial years, three financial years, two financial years or one financial year, as the case may be, were substituted for references to five financial years.

5. Any report required by Part II of this Schedule shall either

(a) indicate by way of note any adjustments, as respects the figures of any profits or losses or assets and liabilities dealt with by the report which appear to the person making the report necessary; or

(b) make those adjustments and indicate that adjustments have been made.

6. Any report by accountants required by Part II of this Schedule

(a) shall be made by accountants qualified under this Act for appointment as auditors of a company; and

(b) shall not be made by any accountant who is an officer or servant, or a partner or in the employment of an officer or servant, of the company or of a subsidiary of the company's holding company.

For the purposes of this clause, the expression "officer" shall include a proposed Director but not an auditor.