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**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
SICAGEN INDIA LIMITED**

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सत्यमेव जयते

Company Number:

U63012TN2004PLC053467

**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

In the office of the Registrar of Companies, Tamil Nadu, Chennai-6  
(Under the Companies Act, 1956 (I of 1956))

IN THE MATTER OF\* **SICAL LOGISTICS LIMITED**

I hereby certify that .....~~SICAL LOGISTICS LIMITED~~.....

which was originally incorporated on .....~~ELEVENTH~~..... day of .....~~JUNE~~.....2004

under\*\* Companies Act, 1956/1913 and under the name .....

**SICAL LOGISTICS LIMITED**

having duly passed the necessary resolution on ..... 06.02.2006 ..... in terms of Section 21/22 (1) (e) / 22 (1) (b) / 44 / 43A (4) / 31 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded hereto in the Ministry of Finance, Department of Company Affairs, Registrar of Companies, Chennai,

Letter No. .... 53467/S.21/2006 ..... dated ..... 10.02.2006 .....

the name of the said company in this day changed to .....

\*\*\*\*\***SICAGEN INDIA LIMITED**\*\*\*\*\*

and this Certificate is issued pursuant to Section 23(1)/44/43A(4)/31 of the said Act.

Given under my hand at CHENNAI this ..... TENTH ..... Day of ..... FEBRUARY .....

TWENTY FIRST ..... MAGHA

Two thousand ..... SIX .....

One thousand nine hundred and ..... (Saka) ..... TWENTY SEVEN



(R.V. UNNIKRISHNAN)  
ASST. Registrar of Companies  
Tamil Nadu, Chennai

\* Here give the name of the company as existing prior to the Change.  
\*\* Here give the name of the Act(s) under which the company was originally registered and incorporated.

UNDER THE COMPANIES ACT, 1956  
(Company limited by shares)

**MEMORANDUM OF ASSOCIATION  
OF  
SICAGEN INDIA LIMITED**

- I. The name of the Company is SICAGEN INDIA LIMITED.
- II. The Registered Office of the Company is situate in the State of Tamil Nadu.
- III. A. The main objects to be pursued by the Company on its incorporation are:
  1. To buy, sell and deal in Iron and steel pipes, tubes, fittings, all kinds of building materials and to carry on the trades of hardware merchants, general merchants, carriers by land and sea, forwarding and commission agents. exchange brokers.
  2. To carry on the business of manufacturers, fabricators, assemblers and dealers of all kinds and types of components and parts forming part of or being accessory to the electrical systems of automobiles of all descriptions, tractors and agricultural machinery, railway engines and coaches and stationary engines and also aero and marine engines, including starter motors. dynamos, alternators. fuel pumps, voltage regulators, cut outs, ignition coils, distributors. spark plugs, bulbs, auto lamps, fuses, traffic indicators and flashers, horns, windscreen wiper motors, head lamps, parking lights. sealed beams, switches, relays, electronic instruments. timers and devices for indication of speed, mileage, fuel, lubricant, coolant and battery charge levels. consumption rates, engine performance and any other device or component connected with the running and maintenance of machinery, vehicles and engines.
  3. To carry on the business of manufacturers of light. medium and heavy engineering goods for defence and other purposes including automotive and other gears, transmission shafts, axles. universal joints, springs, chassis. frames, shock absorbers, piston rings. carburetors and fuel injection equipment, bearings, bushing, washers, breaking equipment, cables and wires, pressed sheet metal components, silencers and mufflers and in this connection to act and function as mechanical engineers. machinists. fitters, mill-wrights. founders, wire drawers. tube makers, metallurgists, galvanisers, japanners, annealers, enamellers, electroplaters and painters and general automobile and electrical engineers.
  4. To carry on the business as Iron and Steel Founders and Founders of ferrous and nonferrous materials, in all their branches and of the smelting, casting and forming and shaping of ferrous and non-ferrous materials and other materials and of all implements and hardware of every description and Galvanisers and Platters, manufacturing of flexible shafts, wood screws, fasteners of all types, all kinds of drums, etc. and dealing in the same.
  5. To carry on the business of travel agents and contractors, to facilitate traveling and providing for tourists and travelers and of freight and passage bookers, booking agents and representatives of Airlines, Hotels, Steamship~ line, Railways and other carriers whether in India or Abroad and to render all aviation services at Domestic and International Airports including handling of Aircraft and ancillary equipment and to carry on the business of owning taking on hire / lease of Railway Coaches for conducting tours in arrangement with Central /State Governments / other Governmental authorities / agencies / private sectors and to carry on the business of foreign exchange like money changer, issue of Travellers cheques and other connected instruments to facilitate Indian nationals going abroad or foreign nationals coming to India and vice-versa.

6. To buy, sell, import, export, deal in, and manufacture all kinds of chemicals, inorganic, organic compounds, speciality chemicals and plant growth regulators.
7. To search for, get, work, raise, make merchantable, sell and deal in iron, steel, coal, iron ore, lime stone, manganese, ferro manganese, magnesite, clay, fire clay bricks, earth bricks, bauxite and other metals, minerals and substances and to buy, sell, manufacture and deal In mineral and mineral products, plant and machinery and other things capable of being used in connection with the mining or metallurgical operations, and to produce, manufacture, process, treat, purchase, sell or otherwise deal with plaster of paris and all kinds of building materials, catchu, celotax, asbestos, building boards used in ceiling, floors, walls, fire clay refractories and bricks, flooring tiles, roofing materials, lime, plasters, whiting clay, bauxite, paints and fixing materials, gravel and sand bricks, tiles, pipes, tubes and all kinds of earth ware, artificial stones and manufacturers of builders and dyers requisites.
8. To do the business of automobile carriage and service station proprietors in general including the maintenance and running of repair shops for overhauling, repairing and re-conditioning of all motor cars, motor trucks, busses, tractors, vans, jeeps, lorries, motor cycles, scooters, mopeds and vehicles and conveyance of all kinds and establishing and running service stations for servicing of all types of vehicles and parts thereof and to act as suppliers and dealers of fuel, lubricants and coolants, spare parts and accessories used in connection with running of all kinds of vehicles.
9. To act as agents, distributors, representatives and stockist and to act as a dealer, importers, exporters of automobile and electrical parts and other accessories of other manufacturers in India and outside India.
10. To buy sell, import and export as agents, dealers, suppliers, distributors, representatives, stockists, importers and exporters for all kinds of motor cars, trucks, vans, auto-rickshaws, heavy and light vehicles including commercial vehicles.
11. To carry on the business of an Electric Light Power Company in all its branches and the business of electrical engineers, electricians, engineers, contractors, manufacturers, constructors suppliers of and dealers in electrical and other appliances, cables, wires, lines, accumulators, lamps and works and to generate and develop purchase, accumulate, distribute and supply electricity for the purpose of light, heat, motive power and for all other purposes for which electric energy can be employed and to manufacture and deal in all apparatus and things, required for or capable of being used in connection with the development, purchase, distribution, supply, accumulation and employment of electricity, the term "ELECTRICITY" being deemed to mean and include all power that may be directly or indirectly derived therefrom or may be incidentally hereafter discovered in dealing with electricity.
12. To carryout works as Ship/Boat Builders, ship/Boat repairers, Ship Brokers and refitters of ships, boats, vessels, tugs, barges, lighters and other transports and conveyances and manufacturers and/ or repairers of engines, boilers, tackles, machinery and any parts required for ships, vessels and any apparatus for use in connection therewith.
13. To acquire, purchase or otherwise own, develop, manufacture, grow, cultivate, treat, blend, process, render, marketable and carry on import, export, transact or otherwise deal with plantations of Rubber, Cardamom, Tea, Coffee, Cocoa, Pepper, Coconut, Cashew nut, Cinchona, Gums, Oranges, Grapes, Areca nut, Silver Oak, Eucalyptus and to carry on the business of buyers, sellers and brokers of all kinds of plantations.
14. The business of general merchants, general agents, estate managing agents, managing agents of businesses of individuals, firms or companies, land owners, estate owners, mill owners, mine owners, warehousemen, hardware merchants, timber merchants, electric light power company

in all its branches, electric engineers electricians, printers and publishers, printing press owners and owners of printing machinery, newspaper owners and publishers, paper merchants and dealers in paper and paper mill owners, planters, tea and coffee, plantation owners, tanners, owners of cotton, coir, sugar, rice and cement mills and factories, metallurgists, carriers by land and sea, forwarding and commission agents, insurance agents, shippers, shipping agents, stevedores, mercantile agents, exchange brokers, underwriters, importers and exporters, merchants and agents of all manner of merchandise, manufacture and raw goods materials provisions, dealers in produce of all kinds manufactures of goods of any description, general contractors, building contractors, financiers, capitalists, concessionaries, commission agents, financial agents, trustees, executors, receivers and administrators of intestate estates or any one or more of such businesses in all or any of the respective branches and agencies of the company and any other trades, industries or businesses which may seem to the company capable of being carried on in connection with or as incidental to the above mentioned businesses and calculated to enhance the value or render profitable any of the properties or right of the company and in particular and without prejudice to the generalities foregoing .

15. To carry out overhauling, repair and sales of Governors, actuators, transducers, instrumentation products, electric power management products etc. including spares used on engines, turbines and in power generation and engage in retrofit projects for modernization of governing systems.
16. To establish, provide, maintain and conduct business of, Building Materials/Services Mall, dealing in building materials, interior and exterior furnishing materials, and services associated with building and furnishing activities. The materials and services will cover any branded, unbranded and private branded products consisting, but not limited to the following categories - Bricks, Sand and Stones, Cement, Steel and Aluminium, Glass, Plywood, Timber and Bamboo, Ceramic tiles, Marble and Granite, Flooring, Wall and Ceiling items other than Ceramic, Paints, Pipes, Plumbing and Sanitary ware, Hardware, Electrical and Lighting, Hand tools and Power tools, Building management and Security systems, Furniture, Home and Kitchen appliances, Home décor, Cleaning and maintenance supplies, Health and Fitness equipments and services consisting but not limited to the following – Designing, Customization, Installation, Logistics, Books and Periodicals, concerning construction and furnishing.
- ★17. To buy, sell, import, export, procure, market, supply, distribute or otherwise deal in, either as principals or as agents, all kinds of fertilizers, plant growth regulators and nutrients, seeds, pesticides, insecticides, salts, agro-chemicals, heavy chemicals, petrochemicals, inorganic and organic components, acids, alkalies, corrosive and anti-corrosive substances, non-corrosive substances and such other raw materials as are required for manufacturing of fertilizers, chemicals, petrochemicals and allied products.
- ★18. To market, distribute or otherwise deal in and to act as agent, dealer, supplier, distributor for, all kinds of paints, emulsions, acrylics, distempers, enamel products, adhesives, protective coating materials which provide high degree of resistance from water, dirt, rust, grime and abrasion and all other paints which are suitable for wall, wood, glass and metal surfaces.
- ★19. To buy, sell, import, export, procure, supply, distribute or otherwise deal in, either as principals or as agents, all kinds of machineries, machinery spares and parts, instruments, tools, equipments which are especially required for and capable of being used in connection with engineering operations such as civil, electrical, electronics, instrumentation, telecommunication, marine, oil and gas exploration and other turnkey project implementation industries, manufacturing and non-manufacturing industries.

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★ Main Objects 17 to 21 were incorporated in the Main Object Clause III A of Memorandum of Association as per the Special Resolution passed through Postal Ballot on 21.10.2011.

- ★20. To carry on the business of providing services in engineering, procurement, transportation, storage, civil construction, mechanical erection, prefabrication field erection, electrical and instrument erection, pre-commissioning, commissioning, guarantee runs, operation and maintenance of warehouses, project management and supervision for implementation of turn-key projects in the areas of fertilizers, petrochemical, oil refining, chemical, power plants, environmental engineering and pharmaceutical industry, in India or abroad.
- ★21. To act as technical consultants, project management consultants, advisers, agents and purveyors of technical know-how formulae, processes and applied technology and to organize and pursue R&D in the areas of fertilizers, petrochemical, oil refining, chemical, power plants, environmental engineering and pharmaceutical industry, in India or abroad.

B. The object incidental or ancillary to the attainment of main objects are as follows:

1. To establish maintain and operate shipping services and all ancillary services and for this purposes or as an independent undertaking to purchase, take in-charge. charter, hire build, construct, or otherwise to acquire and to own, work, manage and to trade with steam, sailing *motor* and other ships, trailers, drafters, tugs, and vessels, motor and other vehicles with all necessary and convenience equipments, engine, trackless, gears, furniture and stores, or any shares of interest in ships vessels motor and other vehicles.
2. To establish construct, purchase or otherwise acquire, manage, conduct and operate silos, cold storage warehouses, dry storage warehouses. bonded warehouses for the preservation storage corresponding systems for conveyance of commodities to and from silos, storage including discharge equipments and treatment of merchandise machinery, food product, farm products, furniture and all other article whether manufactured or not both of foreign and indigenous production are manufactured.
3. To acquire and undertake the whole or any part of the goodwill, business, concern undertaking property, rights, assets and liabilities of any person, firm, association society company or corporation carrying on business which this company is authorized to carry on or possessed of property suitable for the purpose of this Company, and to pay for same by shares or debentures of this company or by cash or otherwise or partly in one way and partly in another or others and to conduct expand and develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.
4. To form, establish, subsidise, aid, acquire, organise, or be interested in any other Company or Companies, syndicate or partnership for the purpose of acquiring all or any of the undertaking, property and liabilities of this Company or of any share therein by way of exchange for its shares or otherwise.
5. To enter into partnership or into any agreements for sharing profits, union of interests, cooperation, joint venture, reciprocal concession, licence or otherwise, with any persons, firms, association, society, Company or Corporation carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carryon and to give any person, firm or Company, special rights, licences and privileges in connection with the above.
6. Subject to the provisions of the Companies Act, 1956, to amalgamate with any other Company having objects altogether or in part similar to those of this Company or otherwise.
7. To take, purchase, subscribe for or acquire by exchange or otherwise and to hold or deal in any shares (whether fully or partly paid), stock, debenture stock obligations or other securities in or any other Company, or which are issued by any authority whether sovereign, governmental, corporate, municipal

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★ *Main Objects 17 to 21 were incorporated in the Main Object Clause III A of Memorandum of Association as per the Special Resolution passed through Postal Ballot on 21.10.2011.*

local or otherwise in India or elsewhere, and to cause the same or any of them to be vested in or held by a nominee or nominees for and on behalf of the Company and upon a distribution of assets or divisions of profits, to distribute any such shares, stock, debentures, debenture stock obligations or other securities amongst the members of the Company, in special, provided that the investments are made out of surplus funds or for advancing the main objects of the Company.

8. To apply for purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere, any patents, patent rights, brevets d invention, licenses, concessions, trademarks, design and the like, conferring any exclusive or non exclusive or limited right or use, or any secret or other information as to any invention, process or privileges which may seem capable of being used for any of the purpose of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, manufacture under, or grant licences or privileges in respect of or otherwise to turn to account the property, rights of information, use of licences so acquired, and to subsidise, take part in or assist in any experiment investigations and researches likely to prove beneficial to the Company.
9. To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, under lease, surrender or otherwise deal with, dispose of or turn to account, all or any part of the business, immovable or movable property, rights and effect for the time being of the Company in such manner, on such terms and for such purposes as the Company may think fit and as to any sale of real property either in consideration of a gross sum or of a rent or others and to sell, transfer or dispose of the whole undertakings of the Company or any part thereof, for cash or such other consideration as the company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
10. To lease out to tenants for cultivation and to cultivate seeds, grains, vegetables, plants, trees of all kinds and descriptions on lands acquired and use or sell or otherwise deal with all the produce or yield thereof.
11. To borrow, raise and secure the payment and repayment of money for any of the purpose of Company's business or otherwise, in such manner as the Company shall think fit, and in particular, by the issue of redeemable preference shares, mortgage debentures or debenture stock, perpetual or otherwise, the bearers or otherwise, charged upon all or any of the Company's undertaking and/or property (both present and future of movable or immovable) or by other obligations or securities of the Company or by mortgage or charge on all or any part of the property of the Company present and future movable or immovable including its uncalled capital or without any charge, and to purchase, redeem or payoff, cancel and discharge any such securities.
12. Subject to the provisions of the Companies Act, 1956, to receive money on deposit from and to lend money to any person, firm, association, society, Company or Corporation at interest or otherwise and on such terms and on such security as may seem expedient or without any security and in particular to members or customers and others having or likely to have dealings with the Company, provided that the company shall not carry on any banking business as defined by Banking Regulation Act, 1949.
13. To draw, make, accept, endorse, discount, execute, retire, discharge, negotiate, issue and honour bills of exchange, promissory notes, bills of lading, dock and warehouse warrants, rail receipts and other negotiable, semi-negotiable or transferable instruments or securities.
14. To open current, overdraft, loan, cash credit, or deposit account or accounts with any bank, Company, firm or person.
15. Subject to the provisions of the Companies Act, 1956, to lend, deposit, invest and deal with the moneys of the company not immediately required in such manner and upon such terms as may from time to time be determined by the Directors.

16. To incur debts and obligations for the conduct of any business of the Company, and to purchase or hire goods, material or machinery on credit or otherwise for any business or purpose of the Company.
17. To guarantee the performance of contracts and obligations or debts of any other Company, corporation, firm or person including (without prejudice to the said generality) bank overdrafts, bills of exchange and promissory notes and generally to give securities, guarantees and indemnities with/without consideration.
18. To establish, maintain and conduct or discontinue or close agencies and branches and appoint representatives in any part of the world for the conduct of the business of the Company for the purchase, sale or exchange either for ready delivery or future, all types of machinery, merchandise, commodities, goods, wares, materials, produce, products, articles and things required for or dealt in or at the disposal of the Company.
19. To employ or otherwise acquire technical experts, engineers, mechanics, foreman and skilled and unskilled labour for any of the Company.
20. To establish, provide, maintain and conduct or otherwise subsidise research laboratories, experimental station, workshops and libraries for scientific, industrial and technical researches, experiments and tests of all kinds and to undertake and carry out research and investigations, to process, to improve and invent new and better techniques and methods of manufacturing any products and improving or securing any process or processes, patent or patents or copy-rights which the Company may require or deal with and to promote studies research, surveys and investigations, both scientific and technical, by providing subsidising, endowing or assisting laboratories, colleges, universities, workshop, lecture, meetings, exhibitions and conference and by providing for the remuneration to scientists, scientific or technical personal or teachers, research workers and inventors or otherwise generally to encourage, promote and reward studies, research, investigations, experiments, tests and investigations of any kind which may be considered likely to assist any of the business of the Company.
21. To adopt such means of making known goods and products dealt in by the Company and their services provided by the Company as may seem expedient, and in particular by advertising in the press, by circular, by purchase and exhibitions of work of art or interest and by registering and establishing of books and periodicals and by granting prizes, rewards and donation, subject to provisions of Companies Act, 1956.
22. To create any Depreciation Fund, Reserve Fund, Sinking fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or any other purpose conducive to the interests of the Company.
23. To place, to reserve or to issue bonus share in respect of dividends secured on forfeited shares and moneys arising from the sale by the Company or forfeited shares in conformity with the provisions of law.
24. To distribute among the members in specie or kind or to gift in favour of any persons, firm, body corporate or institutions any property of the Company or any proceeds of sale or disposal of any property of the Company so that no distribution amounting to a reduction of capital or of dividend be made except in conformity with the requirements of law for the time being in force.
25. To refer any claims, demands, disputes or any other question by or against the Company or in which the company is interested or concerned, and whether between the Company and the member or members or his or their representatives or between the Company and their party to arbitration in India or any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
26. To pay all or any expenses incurred in connection with the information, promotion or incorporation of this Company or any other Company or of and incidental to the winding up of any Company the whole or part of the property whereof is acquired by this Company.

27. To procure or other recognition of the Company in country, state or place and to establish and regulate agencies, for the purposes of the Company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
28. To do all or any of the above things in all or any of the state in India and/or in any part of the world and either as principals, agents, contractor and by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with other, and to do all such other things which are incidental or conducive to the attainment of the above objects or any of them.
29. To give publicity to the business and productions of the Company by means of advertisement in the press, pamphlets, hand bills, circular, advertisement reels, posters, audio and video tapes, and cinema slides.
30. To make donations to such persons or institutions and in such cases and other cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company and to donate, subscribe, guarantee money for charitable or benevolent objects or for any public, general or other objects and to establish and support or aid in establishment and support of associations, institutions, funds, trusts and conveniences for the benefits of the employees or ex-employees or persons having dealing with the Company or the wives and children or the dependents, relatives and to grant pensions, allowances, gratuities and bonus either by way of annual payments or lump sum and to make payments towards insurance and to form and contribute to Provident and Benefit Funds or for such persons, subject, however, to the Provisions of Companies Act, 1956.
31. To appoint legal practitioners and to use their services to defend, compound or for arbitration in any cases of the Company.

(C) OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:

1. To carry on the business of manufacturers, importers and exporters of and dealers in foregoing press, structural fabrication, rolling, drawing and extruding work of all kinds and in particular bolts, studs, nuts, lock nuts, washers, rivets, hollow and bifurcated rivets, titman rivets, wire nails, panel pins, staples, bullock nails, horse nails, hinges, hook tower bolts, spikers, barbed wire and all other forms of fasteners made from steel, iron, brass, copper, aluminium, plastic and other suitable materials.
2. To construct, purchase, acquire, hire, hold, let, sell, dispose of, equipments, improve, work, operate, use, develop, administer, manage, control and supervise any trucks, trailers, wagons, carriages, vehicles, cars, lorries, boats, irrigation, plantations, reclamations, improvements, sewages, drainage, sanitary, water, gas, electric light works, stores, shops, warehouses, godowns, houses, huts, shawls, cold storage, repositories, depositories, vaults, mills, factories, batteries, smithies, foundries, distilleries, refineries, breweries, and other works, building, constructions, erections, plants, fixtures, convenience, appliances and utilities whatsoever.
3. To carry on the business of chemists, druggists, dry salters, oil and colour men, importers and manufacturers of and dealers in pharmaceutical, medical, chemical, industrial and other preparations and articles, compounds, cements, oil paints, pigments and varnishes, drugs, dyeware paint and colour grinders, makers of and dealers in proprietary articles of all kinds and of electrical, chemical, photographic, surgical and scientific apparatus and materials.
4. To carry on the business of proprietors and managers of theatres (cinemas, picture places and concert halls) and to provide for the production, representation and performance (whether by mechanical means or otherwise) of operas, stage play, operettas, burlesques, vaudeville, revues, ballets, pantomimes, spectacular pieces, promenade and other concerts and other musical and dramatic performance and entertainments.

5. To carry on or to be interested in all or any of the business of pressing and ginning mill proprietors, oil mill proprietors, paper mill proprietors, ice manufactures, manufactures of chemical and manures, distillers, dye-makers, gas-makers, metallurgists and chemical engineers.
6. To lend money to any person or persons, firm, Company or association of persons with or without security on promissory notes, hundies, bonds and to finance or advance on hire purchase, contracts on any other terms.
7. To carry on the business of investing and dealing in shares, stock, debentures, debenture stocks, bonds, mortgages, obligations and securities of any kind of any Company, corporation or undertaking of whatever nature and in stock, debentures, debenture stocks, bonds, mortgage, obligations and other securities issued or guaranteed by any Government Central or State, Municipal, local or any other authority or body or whatsoever nature.
8. To purchase, take on lease or otherwise acquire any landed property, and in particular estate or estates in India or abroad with a view to develop the resources of and turn into account the lands, buildings and rights for the time being of the Company in such manner as the Company may think fit and in particular by clearing, draining, fencing, planting, building, improving, farming, grazing, mining and by promoting immigration, establishing towns, villages and settlements.
9. To carry on anyone or more of the following businesses namely, the buying, selling, letting on hire, hire purchase, or easy payment system of and dealers in house-hold or office furniture and domestic or business appliances, wireless and television receivers, motorcars, taxi-cabs, automobiles, motor lorries and motor vehicles of all kinds and descriptions, cycle, bicycles and parts and accessories for all the classes of the above mentioned vehicles and articles.
10. To undertake and execute and contracts for works involving the supply or use of any machinery and to carry out any ancillary or other works comprised in such contracts.
11. To carry on the business of electricians, electrical engineers and manufactures of all kinds of electrical machinery and electrical apparatus for any purpose whatsoever and to manufacture, sell, supply and deal in accumulators, lamps, meters, engines, dynamos, batteries, telephonic or telegraphic apparatus of any kind and manufactures of and dealers in scientific instruments of any kind.
12. To act as manufacturer's representatives, producers, auctioneers, commission agents and merchants.
13. To open, establish and run departmental stores.
14. To carry on the business of the manufacturers and producers of fats, fertilisers, manures, dips, sprays, vermifuges, fungicides, medicines and remedies of all kinds for agricultural, fruit growing or other purposes or as remedies for men or animals and whether produced from vegetable or animal matter or by any chemical process.
15. To carry on the business of inshore, offshore and deep sea fishing and to buy, sell, process, manufacture, prepare and deal in all kinds of marine products.
16. To carry on all or any of the business namely, ginning, pressing, spinning, weaving, doubling or manufacturing and dealing in cotton, jute, flax hemp, silk, artificial silk, wool, rayon, nylon silk and other nylons, staple fibres and any other kinds whatsoever of fibrous, chemical, and synthetic substances, materials and products, linen manufacturers, wool combers, worsted and spinners, worsted stuff manufacturers, manufacturers of yarn, linen, cloth and other goods and fabrics, whether textile, felted, netted, looped woven, non-woven or otherwise fabricated or made and manufacturers of garments and dresses, bleachers, and dyers and makers of vitriolic bleaching and dyeing materials and other chemicals and the business of buyers and sellers of and dealers in cotton, kappas, jute, flax, hemp, silk, artificial silk, wool, staple fibres, rayon nylon and any other kinds whatsoever of fibrous synthetic and chemical substances and products, yarn cloth or other products manufactured for or from any of the above substances and also to carry on business of curing, preparing, colouring, dyeing, bleaching, printing or otherwise processing any yarn, cloth or other materials.

17. To carry on the business of manufactures of and dealers in yarn, printed and embroidered cloth, fabrics and other kinds of cloths, nets, knitting, mattings, carpets, rugs, water proof materials and fabrics pauplines, imitation leathers, plastic cloth, plastic and plastic products and goods of all kind, hosiery, threads, knitting yam, millinery, lace and other clothing dress materials made from all kind of raw materials as well as synthetic and chemicals materials and substances.
18. To carry on the business of brewers, distillers, matters, manufactures and merchants in all aspects thereof.
19. To manufacture sugar and allied products from beetroot, sugar cane, gur, molasses and any other substance or produce or chemicals whatsoever.
20. To buy, sell, manufacture, refine, prepare, crush and deal in all kind of oils and cleagenous and seponseours substances and all kind of by-products or ingredients thereof.
21. To carry on the business as producers, traders, exporters, importers, or dealers in all types of inorganic salts, common salt and other chemicals.
22. To carry on the business of farming, and cultivators of all kinds of food grains, seeds, fruits and dealers in products of farming.
23. To carry on business as manufacturers and dealers in all kinds of packaging.
24. To carry on all kinds of agency business including that of clearing agents, freight contractors, steamer agents, customs agent, forwarding agent, licensing agents and general brokers.
25. To carryon the business as shipping agents, ship managers, ship repairers, ship brokers, shippers, tug owners, trawler owners, boat and barge owners, light man transporting and forwarding agents for land, water ways, dock owners, warehousemen and ship stores merchants.
26. To carryon the business of exporters and importers or merchandise machinery, equipment articles manufactured or otherwise, produce of all kinds to or from any country or transport or carry on convey the same from one part of the country to another part thereof.
27. To carry on the business of manufacturers and dealers in machinery and plant of every description and kind and in particular machine tools and implements, and to manufacture, produce, repair, alter, convert, recondition, prepare for sale, buy, sell, hire, import, export, let out on hire, trade and deal in machine tools and implements, other machinery, plant, equipments, articles, apparatus, appliances, component parts, accessories, fitting and things in any stage or degree of manufacture, process of refinement.

IV. The liability of members is limited.

V.★ The Authorised Share Capital of the Company is Rs.75,00,00,000/- (Rupees Seventy Five Crores Only) divided into 5,00,00,000 (Five Crores) equity shares of Rs.10/- (Rupees Ten) and Rs.25,00,00,000 (Rupees Twenty Five Crores) divided into 2,50,00,000 (Two Crore Fifty Lakhs) Redeemable Preference Shares of Rs.10 each with such rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for time being, with the power to increase and/or decrease 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, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 2013 or provided by the Articles of Association of the Company for the time being.

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★ Amended as per Ordinary Resolution passed by the shareholders of the company at the AGM held on 28.09.2021.

VI. We the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sl. No	Name, address and Occupation of Subscribers	Number of shares taken by each subscribers	Witness to Signatures
1	S.Vasudevan S/o.M.J.Srinivasan Flat K-1, Sical Race View Apartments 2, Race Course Road (Interior) Guindy, Chennai-600 032 Company Executive	10,000 (Ten Thousand Only)	<p style="text-align: center;">All the subscribers signed before me Sd/- S.Sivaraman S/o Late G.Sankaranarayanan Company Secretary, SICAL 73, Armenian Street, Chennai-600 001</p>
2	R.Ramakumar S/o Late K.Rangarajan New No.4, 4 <sup>th</sup> Street, Padmanaba Nagar, Adyar, Chenna-600 020 Company Executive	10,000 (Ten Thousand Only)	
3	R.Muthu S/o A.R.Ramanathan 224, T.T.K Road Alwarpet, Chennai-600 018 Business	10,000 (Ten Thousand Only)	
4	K.S.Kirushnamani S/o K.S.S.Mani 11, 8 <sup>th</sup> Cross Street, Balaji Nagar, Chennai-600 061 Company Service	5,000 (Five Thousand Only)	
5	R.Sivagurunathan S/o. N.Ramamoorthy No.107/1, Pillaiyar Koil Street Jafferkhanpet, Chennai-600083 Company Executive	5,000 (Five Thousand Only)	
6	D.S.Disliva S/o Mr.D.Sardar Khan No.44A (22 <sup>nd</sup> Street, Krishna Nagar) Rukmani Nagar, Madhuravayal Chennai-600095 Company Service	5,000 (Five Thousand Only)	
7	AR.Chidambaram S/o N.Arumugam New No.25, Thiru-vi-ka IV Street Mylapore, Chennai-600 004 Company Executive	5,000 (Five Thousand Only)	
	Total	50,000 (Fifty Thousand Only)	

Place : Chennai  
Date : 09.06.2004

Under the companies Act. 1956  
(Company Limited by Shares)

## **Articles of Association of SICAGEN INDIA LIMITED**

### **CONSTITUTION OF THE COMPANY**

1. The Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 shall not apply to the Company except in so far as they are embodied in the following Articles, which shall be the regulations for the Management of the Company. *"Constitution"*

### **INTERPRETATION CLAUSE**

2. The marginal notes hereto shall not affect the construction hereof. In these presents, the following words and expressions shall have the following meanings unless excluded by the subject or context: *"Interpretation"*
3. (a) "The Act" or "The Companies Act" shall mean "The Companies Act, 1956. *"the Act"*
- (b) "The Board" or "The Board of Directors" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles. *"the Board or the Board of Directors"*
- (c) "The Company" or "this Company" means SICAGEN INDIA LIMITED. *"the Company or this Company"*
- (d) "Directors" means the Directors for the time being of the Company. *"Directors"*
- (e) "Writing" includes printing, lithography, type-writing and any other usual substitute for writing. *"Writing"*
- (f) "Members" means members of the Company holding a share or shares of any class and includes the beneficial owner in the records of the Depository. *"Members"*
- (g) "Beneficial Owner" shall mean beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996. *"Beneficial Owners"*
- (h) "Depositories Act, 1996" shall include any statutory modification or re-enactment thereof. *"Depositories Act"*
- (i) "Depository" shall mean a Depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996. *"Depository"*
- (j) "Sebi" means the Securities and Exchange Board of India established under section 3 of the Securities and Exchange Board of India Act, 1992. *"SEBI"*
- (k) "Security" means such security as may be specified by Sebi from time to time. *"Security"*
- (l) Words importing the masculine gender shall include the feminine gender.
- (m) Except where the context otherwise requires, words importing the singular, shall include the plural, and the words importing the plural shall include the singular.

- (n) "Special Resolution" means special resolution as defined by Section 189 of the Companies Act.
- (o) "The Office", means the Registered Office for the time being of the Company.
- (p) "The Register" means the Register of Members to be kept as required by Section 150 of the Act and where shares are held in dematerialized form "The Register" includes the Register of Beneficial owners maintained by a Depository. *"Register of Members"*
- (q) "Proxy" includes Attorney duly constituted under a Power of Attorney.
- (r) "Month" shall mean a Calendar month. *"Month"*
- (s) "Paid-up" shall include "credited as fully paid-up". *"Paid up"*
- (t) "Person" shall include any Corporation as well as individuals. *"Person"*
- (u) "These presents" or "Regulations" shall mean these Articles of Association as now framed or altered from time-to-time and shall include the Memorandum where the context so requires. *"These presents or Regulations"*
- (v) "Section" or "Sec" means Section of the Act. *"Section"*
4. Except as provided by Section 77, no part of funds of the Company shall be employed in the purchase of the shares of the Company, and the Company shall not give directly or indirectly and whether by means of loan, guarantee, the provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company. *Prohibition of investment of funds in Company's own shares*
- \*5. The Authorised Share Capital of the Company is Rs.75,00,00,000/- (Rupees Seventy Five Crores Only) divided into 5,00,00,000 (Five Crores) equity shares of Rs.10/- (Rupees Ten) and Rs.25,00,00,000 (Rupees Twenty Five Crores) divided into 2,50,00,000 (Two Crore Fifty Lakhs) Redeemable Preference Shares of Rs.10 each. *Share Capital*
6. Subject to the provisions of the Act and these Articles the shares in the Capital of the Company for the time being (including any shares forming part of any increased Capital of the Company) shall be under the control of the Board who may allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par, or at a discount (subject to compliance with the provisions of Section 79 of the Act) and at such times as they may from time-to-time think fit and proper and with the sanction of the Company in General Meeting by a Special Resolution given to any person the option to call for or be allotted shares of any class of the Company either at par, or at a premium or subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Board thinks fit unless the Company in General Meeting by a Special Resolution otherwise decides any offer of further shares shall be deemed to include a right, exercisable by the person to whom the share are offered, to renounce the shares offered to him in favour of any other person. *Shares under the control of the Director*
7. In addition to and without derogating from the powers for the purpose conferred on the Board under Article 6 above, the Company in General Meeting, by a Special Resolution, may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) giving them the option to call or be allotted shares of any class of the Company either at a premium or at par, or at a discount (subject to compliance with the provisions of Section 79) such option being exercisable at such times and for such consideration as may be directed by a Special Resolution at a General Meeting or, the Company in General Meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares. *Powers of General Meeting to offer shares to such persons as the Company may resolve*

- \*8(A)1. Where at the time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares either out of the unissued capital or out of the increased share capital then: *Future issue of shares*
- (a). Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.
  - (b). Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
  - (c). The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
  - (d). After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion, fit.
2. Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (1) of sub-clause (1) hereof) in any manner whatsoever.
- (a). If a special resolution to that effect is passed by the Company in General Meeting, or
  - (b). Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.
3. Nothing in sub-clause (c) of (1) hereof shall be deemed:
- (a). To extend the time within which the offer should be accepted; or
  - (b). To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
4. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:

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*\* The existing Article 8 deleted and reconstituted with new Articles 8(A)&(B) as per Special Resolutions passed at AGM held on 15.09.2008.*

- (i). To convert such debentures or loans into shares in the Company; or
- (ii). To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term :

- (a). Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- (b). In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in the General Meeting before the issue of the debentures or raising of the loans.

\*8(B). Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

9. (1) The rights attached to each class of shares (unless otherwise provided by the terms of the issue of the shares of that class), may, subject to the provisions of Sections 106 and 107 of the Act be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a Special General Meeting of the holders of the shares of that class.

*Variation of rights*

(2) To every such separate General Meeting, the provisions of these Articles relating to General Meeting shall Mutatis Mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-tenth of the issued shares of that class.

10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided for the terms of the issued of shares of that class, be deemed to the varied by the creation of further shares ranking pari pasu therewith.

*Issue of further shares shall not affect the rights of shares already issued*

11. The Company shall not issue any shares (not being Preference Shares) which carry voting rights or rights in the Company as to dividend, capital or otherwise which are disproportionate to the rights attached to the holders of other shares not being Preference Shares.

*Not to issue shares with disproportionate rights*

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\* The existing Article 8 deleted and reconstituted with new Articles 8(A)&(B) as per Special Resolutions passed at AGM held on 15.09.2008.

12. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture-stock of the Company or procuring or agreeing to procure subscription (Whether absolute or conditional) for shares, debenture or debenture stock of the Company but so that if the commission in respect of shares shall be paid or payable out of the capital, the statutory conditions and requirements shall be observed and complied with and the amount or rate of commission shall not exceed five percent of the price at which the shares are issued and in the case of debentures the rate of commission shall not exceed, two and a half percent of the price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful. *Power to pay commission*
13. The joint-holders of a share or shares shall be severally as well as jointly liable for the payment of all installments and call due in respect of such share or shares. *Liability of joint holders of shares*
14. Same as otherwise provided by these Articles, the Company shall be entitled to treat the Registered holder of any shares of any shares as the absolute owner thereof and accordingly the Company shall not, except as ordered by a Court of competent jurisdiction or as by a statute required, be bound to recognize any equitable, contingent, future or partial interest, lien, pledge or charge in any share or (except only as by these presence otherwise provided for) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder. *Trust not recognized*
15. (a) The Board may issue and allot shares in the capital of the Company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied or for services rendered or to be rendered to the Company in or about the formation or promotion of the Company or the acquisition and or conduct of its business and share may be so allotted as fully paid-up shares, and if so issued, shall be deemed to be fully paid-up shares. *Issue other than for cash*
- (b) As regards all allotments, from time to time made, Board shall duly comply with Section 75 of the Act.
16. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be a acceptance of the shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purpose of these Articles, be a shareholder. *Acceptance of shares*
- \*17. Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be borne to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holders. *Limitation of time for issue of certificates*

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\* The existing Article 17(1), (2), (3) & (4) deleted and reconstituted with new Articles 17 as per Special Resolutions passed at AGM held on 15.09.2008.

18. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate for the same share or shares and the delivery of a certificate for the share or shares to one of several joint holders shall be sufficient delivery to all such holders. Subject as aforesaid, where more than one share is so held, the joint holders shall be entitled to apply jointly for the issue of several certificates in accordance with Article 19 below. *One certificate for joint holders*
- \*19.(1) If any certificate be worn out, defaced, mutilated or torn or if there is no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificates under the Article shall be issued without payment of fess if the Directors decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. *Issue of new certificate in place of one defaced, lost or destroyed*
- (2) Provided that notwithstanding what is stated above, the Directors shall comply with such Rules or Regulation or requirements of any Stock Exchange or the Rules made under the Companies Act or the Rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.
- (3) The provisions of this Article shall mutatis mutandis apply to debentures of the Company.
20. For every certificate issued under the last preceding Article no fee shall be charged by the Company. *Fee*
21. Any person (whether the registered holder of the shares or not) being in possession of any share certificate or share certificates for the time being may surrender the said share certificate or certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares bearing the same distinctive numbers comprised in the said certificate and in such separate lots as he may desire in lieu of such share certificates so surrendered or for the consolidation of the Shares comprised in such surrendered certificates into one certificate and the Directors shall issue one or more such share certificates as the case may be in the name of the person or persons in whose name the original certificate or certificates stood and the new certificates so issued shall be delivered to the person who surrendered the original certificates or to his order. No fee shall be charged for the same. *Splitting and consolidation of share certificates*
22. Notwithstanding anything contained in Article 21, the Board of Directors may in their absolute discretion refuse or reject application for splitting / sub-division and consolidation of Share Certificates or Debenture Certificates into denominations of less than the marketable lot, except when such split/sub-division or consolidation is required to be made to comply with a statutory provision or an order of a competent authority or court of law.
23. Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up. *Directors may issue new certificates*

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\* The existing Articles 19 deleted and reconstituted with new Articles 17 and 19(1),(2)&(3) as per Special Resolutions passed at AGM held on 15.09.2008.

24. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being and from time-to-time shall be the registered holder of the share or his legal representative or representatives, if any. *Person by whom installments are payable*
25. The Company shall be entitled to dematerialize its existing shares, debentures and other securities, rematerialize its shares, debentures and other securities held in the Depositories and/or offer its fresh shares, debentures and other securities, in a dematerialized form pursuant to the Depositories Act, 1996 and the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996. *Dematerialise/ Rematerialise*
26. Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities. If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security. *Options for investors*
27. All securities held by a depository shall be dematerialized and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372A of the Companies Act, 1956 shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners. *Securities to be held in fungible form*
28. Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner. Save as otherwise provided above, the depository as the registered owner of the securities shall not have voting rights or any other rights in respect of the securities held by it. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his/her securities, which are held by a depository. *Rights of depositories and beneficial owners*
29. Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs. *Service of Documents*

### LIEN

- \*30. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause. *Company's lien on Shares/Debentures*

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\* The existing Article 30 deleted and reconstituted with new Article 30 as per Special Resolutions passed at AGM held on 15.09.2008.

31. For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as it thinks fit but no sale shall be made until the expiration of 14 days after a notice in writing stating and demanding payment of such amount in respect of which the lien exists has been given to the registered holder of the shares for time being or to the person entitled to the shares by reason of the death or insolvency of the registered holder. *As to enforcing lien sale*
32. (a) To give effect to such sale, the Board of Directors may authorize any person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. *Authority to transfer*
- (b) Unless otherwise agreed, the registration of a transfer of Shares shall operate as a waiver of the Company's lien, if any, on such shares.
- (c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
33. The net proceeds of any such sale shall be applied in or towards satisfaction of the said moneys due from the member and the balance, if any shall be paid to him or the person, if any, entitled by transmission to the shares on the date of the sales. *Application of proceeds of sale*

#### CALL ON SHARES

- 34 (a) Subject to the provisions of Section 91 of the Act, the Board of Directors may from time-to-time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and the member shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Board of Directors. *Calls*
- (b) An option or right to call on shares shall not be given to any person except with the sanction of the Company in General Meeting.
35. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed. The board of Directors making a call may by resolution determine that the call shall be deemed to be made on a date subsequent to the date of the resolution; and in the absence of such a provisions a call shall be deemed to have been made on the same date as that of the resolution of the Board of Directors making such calls. *When call deemed to have been made*
36. Not less than twenty-one days notice of any call shall be given specifying the time and place of payment provided that before that time for payment of such call the Directors may, by notice in writing to the members, extend the time for payment thereof. *Length of notice of call*
37. If by the terms of issue of any share or otherwise, any amounts is made payable at any fixed time or by installments at fixed times whether on account of the share or by way of premium every such amount or installment shall be payable as if it were a call duly made by the Directors, of which due notice had been given, and all the provisions herein contained in respect of call shall relate and apply to such amount or installment accordingly. *Sum payable in fixed installments to be deemed calls*
38. If the payable in respect of any call or, installment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect *When interest on call or installment payable*

of which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of 5 percent, per annum from the day appointed for the payment thereof to the time for the actual payment or at such lower rate as the Directors may determine. The Board of Directors shall also be at liberty to waive payment of that interest wholly or in part.

The joint holders of shares shall be jointly and severally liable to pay all calls.

39. The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the shares or by way of premium, as if the same had become payable by virtue of a call duly made and notified. *Sums payable at fixed times to be treated as calls*
- \*40.(1) The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced. *Payment in anticipation of call may carry interest*
- (2) The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.
- (3) The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.
41. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any share nor any part payment or satisfaction there under nor the receipt by the Company of a portion of any money which shall from time-to-time be due from any member in respect of any share either by way of principal or interest nor any indulgence generated by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. *Partial payment not to preclude forfeiture*

#### FORFEITURE OF SHARES

42. (a) If a member fails to pay any calls or installment of a call on the day appointed for the payment thereof the Board of Directors may at any time thereafter during such time as any part of such call or installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest, which may have accrued. The Board may accept in the name and for the benefit of the Company and upon such terms and conditions as may be agreed upon, the surrender of any share liable to forfeiture and so far as the law permits of any other shares. *If calls or installments not paid, notice may be given*
- (b) On the trial or hearing of any action or suit brought by the Company against any shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of shareholders of the Company as a holder, or one of the holders of the member of shares in *Evidence in action by the Company against shareholders*

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*\*The existing Article 40 deleted and reconstituted with new Articles 40(1),(2)&(3) as per Special Resolutions passed at AGM held on 15.09.2008.*

respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be inclusive evidence of the debt.

43. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the day appointed, the shares in respect of which the call was made will be liable to be forfeited. *Form of Notice*
44. If the requirements of any such notice as aforementioned are not complied with any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. *If Notice not complied with share may be forfeited*
45. When any shares shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall not be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid. *Notice after forfeiture*
46. A forfeited or surrendered share may be sold or otherwise disposed of on such terms and in such a manner as the Board may think fit, and at any time before such a sale or disposal the forfeiture may be cancelled on such terms as the Board may think fit. *Board's right to disposal of forfeited shares or cancellation of forfeiture*
47. A person whose shares have been forfeited shall cease to be member in respect of the forfeited shares but shall, notwithstanding such forfeiture remain liable to pay and shall forthwith pay the Company all moneys, which at the date of forfeiture is payable by him to the Company in respect of the share whether such claim be barred by imitation on the date of the forfeiture or not but his liability shall cease it and when the Company received payment in full of all such moneys due in respect of the shares. *Liability after forfeiture*
48. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the shares and all other rights incidental to the share, except only such of these rights as by these Articles and expressly saved. *Effect of forfeiture*
49. A duly verified declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration and the receipt of the Company for the consideration, if any given for the shares on the sale or disposal thereof, shall constitute a good title to the share and the person to whom the share is sold or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. *Evidence of forfeiture*
50. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of a share, becomes payable at a fixed time, whether, on account of the amount of the share or by way of premium or otherwise as if the same had been payable by virtue of a call duly made and notified. *Non payment of sums payable at fixed times*

51. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may cause the purchasers name to be entered in the register in respect of the shares sold and may issue fresh certificate in the name of such purchaser. The purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. *Validity of such sales*

### **TRANSFER AND TRANSMISSION OF SHARES**

52. (a) Any sale, transfer or disposal under this article, shall be at the sale price and will only be to a related corporation of the party making such sale, transfer or disposal as the party's have waived the right of pre-emption belonging to them in proportion to their shareholding. *Transfer*
- \* (b) (i) The instrument of transfer of any shares in the Company shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the Register of members in respect thereof. *Instrument of transfer*
- (ii) The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
- (c) The Board shall not register any transfer of unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company along with the certificate and such other evidence as the Company may require proving the title of the transferor or his right to transfer the shares.
- Provided that where it is proved to the satisfaction of the Board that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Board thinks fit, or an application in writing made by the transferee and bearing the stamp required for an instrument of transfer, register the transfer on such terms as to indemnity as the Board may think fit.
- (d) An application for the registration of the transfer of any share or shares may be made either by the transferor or the transferee, provided that where such application is made by the transferor, no registration shall in the case of partly paid shares to be effected unless the Company gives notice of the application to the transferee. The Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.
- (e) For the purpose of sub-clause (c) notice to the transferee shall be deemed to have been duly given if despatched by registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time at which it would have been delivered in the ordinary course of post.

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\* The existing Article 52(b) deleted and reconstituted with new Articles 52(b)(i)&(ii) as per Special Resolutions passed at AGM held on 15.09.2008.

- (f) Nothing in sub-clause (d) shall prejudice any power of the Board to register as a shareholder any person to whom the right to any share has been transmitted by operation of law.
- (g) Nothing in this Article shall prejudice the power of the Board to refuse to register the transfer of any shares to a transferee, whether a member or not.
53. (a) Shares in the Company shall be transferred by an instrument in writing in such common form as specified in Section 108 of the Companies Act. *Form of transfer*
- (b) The Company shall effect transfer and transmission of Shares within one month from the date of lodgment thereof.
54. (a) The Board, may, at their absolute discretion and without assigning any reason, decline to register;
- (1) The transfer of any share whether fully paid or not to a person of whom they do not approve or
- (2) Any transfer or transmission of shares on which the Company has a lien.
- (b) If the Board refuses to register any transfer or transmission of right, they shall, within two months from the date on which the instrument of transfer or the intimation of such transmission was delivered to the Company send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be. *Board's right to refuse to register*
- \* (c) The provisions of Section 111 of the Companies Act 1956, regarding powers to refuse Registration of Transfer and appeal against such refusal should be adhered to. Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused. *Transfer of securities*
- (d) The provisions of this clause shall apply to transfers of stock also.
55. (a) The Board may at their discretion decline to recognize or accept instrument of transfer of shares unless the instrument of transfer is in respect of one class of shares. *Further right of Board to refuse to register*
- \* (b) No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other document. *No fee on Transfer or Transmission*
56. (1) In the event of death of any one of more of several joint holders, the survivor or survivors, alone shall be entitled to be recognized as having title to the Shares. *Rights to shares on death of a member for Transmission*
- (2) In the event of death of any sole holder or of the death of last surviving holder, the executors of administrators of such holder or other person legally entitled to the shares shall be entitled to the recognized by the Company as having any title to the shares of the deceased. Provided that on production of such evidences as to title and on such indemnity or other terms as the Board may deem sufficient, any person may be recognized as having title to the shares as heir or legal representative of the deceased shareholder. Provided further that if the deceased

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\* The existing Articles 54(c) and 55(b)&(c) deleted and reconstituted with new Articles 54(c) and 55(b) as per Special Resolutions passed at AGM held on 15.09.2008.

shareholder was a member of Hindu joint family, the Board on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belonged to the joint family, may recognize the survivors or the Karta thereof as having title to the shares registered in the name of such member. Provided further that in any case it shall be lawful for the Board in their absolute discretion to dispense with the production of probate or letter of administration or other legal representation upon such evidence and such terms as to indemnity or otherwise as to the Board may deem just.

57. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon so such evidence being produced as may from time-to-time be required by the Board and subject as hereinafter provided elect either:
- (a) to be registered himself as a holder of the share;
- or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (2) The Board, shall, in either case, have the same right to decline or suspend registration, as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
58. (1) If the person so becoming entitled shall elected to be registered as holder of the shares himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (2) If the person aforesaid shall elect to transfer the share, he shall testify is election by executing a transfer of the share.
- (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer had been signed by that member.
59. No transfer shall be made to an infant or a person of unsound mind.
60. Every endorsement upon the certificate of any share in favour of any transferee shall be signed by the Managing Director or by some person for the time being duly authorized by the Board in that behalf. In case any transferee of a share shall apply for a new certificate in lieu of the old or existing certificate he shall be entitled to receive a new certificate on payment (in addition to the transfer fee) of a sum of Rupee One for every such certificate of shares to which the said transfer relates and upon his delivering up to be cancelled every old or existing certificate which is to be replaced by a new one. Provided that the additional sum of Rupees One shall not be charged for issue of new certificate in replacement of those which are decrepit or worn out or where the cages on the reverse for recording transfers have been fully utilized.
61. The instrument of transfer shall, after registration, remain in the custody of the Company. The Board may cause to be destroyed all transfer deeds lying with the Company for a period of ten years or more.
62. (1) The Company shall keep a book to be called the "Register of Members", and therein shall be entered the particulars of every transfer or transmission of any shares and all other particulars of shares required by the Act to be entered in such Register.

*Right's and liability of Person*

*Notice by such a person of his election*

*No transfer to infant etc*

*Endorsement on transfer and issue of Certificates*

*Custody of transfer*

*Register of Members*

- (2) The Company shall keep a book to be called the Register of Transfers and therein shall be entered the particulars of every transfer or transmissions of any shares held in dematerialized form.
- (3) The Board may after giving not less than seven days previous notice by advertisement in some newspapers circulating in the district in which the Registered Office of the Company is situate, close the Register of Members or the Register of Debenture Holders for any period or periods not exceeding in the aggregate Forty-five days in each year but not exceeding thirty days at any one time. *Closure of Register of Members*
- (4) All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same. *When transfer to be retained*
63. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such, equitable right or title or interest prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in the books of the Company; but the Company shall nevertheless be at liberty to have regard and to attend to any such notice and give effect thereto, if the Board shall think fit. *Company's right to register transfer by apparent legal owner*

#### **ALTERATION OF CAPITAL**

64. (1) The Company may from time-to-time in accordance with the provisions of the Act alter the conditions of its Memorandum of Association as follows: *Alteration and consolidation of capital*
- (a) increase its share capital by such amount as it thinks expedient by issuing new shares;
  - (b) consolidate and divide all or any of its Share Capital into shares of larger amount than its existing Shares;
  - (c) convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid up shares of any denomination;
  - (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum, so however that in the subdivision the proportion between the amount paid and the amount, if any, unpaid, on each reduced shares shall be the same as it was in the case of the shares from which the reduced share is derived.
  - (e) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount or its share capital by the amount of the shares so cancelled.
- (2) The resolution whereby any shares is sub-divided may determine that, as between the holders, of the shares resulting from such sub-division one or more such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others.
- (3) The Company shall effect sub-division or consolidation of shares within one month from the date of receipt or request for the purpose.

65. The Company may, by Special Resolution, reduce in any manner and with, subject to any incident authorized and consent required by law :- *Reduction of capital etc by the Company*
- (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account

#### **SURRENDER OF SHARES**

66. The Directors may have discretion to accept the surrender of any shares. *Surrender of shares*

#### **MODIFICATION OF RIGHTS**

67. The rights and privileges attached to each class of shares, may be modified, commuted, affected, abrogated in the manner provided in section 107 of the Act. *Power to modify shares*

#### **SET OFF OF MONEYS DUE TO SHAREHOLDERS**

68. Any money due from the Company to a shareholder may, without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him, either alone or jointly with any other person, to the Company in respect of calls. *Set-off of monies due to shareholders*

#### **CONVERSION OF SHARES INTO STOCK**

69. The Company may by ordinary resolution convert all or any fully paid shares of any denomination into stock and vice versa. *Conversion of shares*
70. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit; provided that the Board may, from time-to-time fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. *Transfer of stock*
71. The holders of the Stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and its assets in winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. *Right of stock holders*
72. Such of the regulations contained in these presents other than those relating to share warrants as are applicable to paid up shares shall apply to stock and the words shares and share-holder in these presents shall include stock and stock holder respectively. *Application of Regulations to stock and stock holders*

#### **SHARE WARRANTS**

73. (a) The Company may issue share warrants subject to and in accordance with provisions of Sections 114 and 115 of the Act and accordingly the Board may in its discretion, with respect to any shares which is fully paid-up on application in writing signed by the person registered as holder of the share and authenticated by such evidence, if any, as the Board may, from time-to-time require as to the identity of the person signing in the application and on receiving the certificate, if any of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time-to-time require, issue a share warrant. *Issue of share warrants*

- (b) Share warrant shall entitle the bearer thereof to the shares included in it and the shares shall be transferred by the delivery of the share warrant and the provision of the Articles of the Company with respect to transfer and transmission of shares shall not apply thereto. *Transfer of share warrant*
- (c) The bearer of a share warrant shall, on surrender of the warrant to the Company for cancellation and on payment of such sums as the Board may from time-to-time prescribe, be entitled to have his name entered as a Member in the Register of Members in respect of the shares included in the warrant. *Requisition of meeting by bearer of share warrants*
74. (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the Depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from time of deposit as if his name were inserted in the Register of Members as the holder of the Shares included in the deposited warrant.
- (2) Not more than one person shall be recognized as Depositor of the share warrant.
- (3) The Company shall on two days' written notice return the deposited share warrant to the Depositor.
75. Subject as herein otherwise ex-pressly provided. *Disability of holder*
- (1) No person shall as bearer of a share warrant sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privilege of a member at a meeting of the Company or be entitled to receive any notices from the Company.
- (2) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register as the holder of the shares included in the warrant and he shall be a member of the Company.
76. The Board may from time-to-time, make rules as to the terms on which if it shall think fit, a new warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction, of the original warrant. *Renewal of share warrants*

### **GENERAL MEETINGS**

77. (a) The Company shall, within a period of not less than one month and not more than six months from the date at which it is entitled to commence business, hold a general meeting of its Members which shall be called the "Statutory Meeting".
- (b) The Board shall, at least 21 days before the day on which the statutory meeting is to be held forward the statutory report to every Member of the Company as provided in Section 165 of the Act. Provided that if the statutory report is forwarded later than is required above, it shall, notwithstanding that fact, be deemed to have been duly forwarded if it is so agreed to by all the Members entitled to attend and vote at the Meeting.
- (c) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meeting in that year.
- (d) All General Meetings other than Annual General Meeting shall be called Extraordinary General Meetings.

- (e) The Company shall in each year hold in addition to the other meeting a general meeting, which shall be styled as its Annual General Meetings as intervals and in accordance with the provisions of Sections 166 of the Act. *Annual General Meeting*
78. Extraordinary General Meetings may be held either at the Registered Office of the Company or at such convenient place as the Board or the Managing Director (subject to any directions of the Board) may deem fit. *Extraordinary General Meeting*
79. The Director may whenever he thinks fit and shall if so directed by the Board convene an Extraordinary General Meeting at such time and place as the Board may direct and subject to such direction, if any, as the Managing Director may deem fit. *Right to summon Extraordinary General Meeting*
80. (a) The Board shall on the requisition of such number of members of the Company as is specified below proceed duly to call an Extraordinary General Meeting of the Company and comply with the provisions of the Act in regard to meetings on requisition. *Extraordinary Meeting by requisition*
- (b) The requisition shall set out matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company or sent to the Company by Registered Post addressed to the Company at its Registered Office.
- (c) The requisition may consist of several documents in like forms each signed by one or more requisitionists.
- (d) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as to hold on the date of the deposit of the requisition of not less than 1/10th of such of the paid-up capital of the Company as at the date carries the right of voting in regard to the matter set out in the requisition.
- (e) If the Board does not within 21 days from the date of deposit of the requisition was regard to any matters proceed duly to call a meeting for the consideration of these matters on a date not later than 45 days from the date of deposit of the requisition, the meeting may be called by the requisitionists themselves or such of the requisitionists, as represent either majority in value of the paid-up share capital held by them or of not less than 1/10th of such paid-up capital of the Company as is referred to in Sub-Clause (d) above, whichever is less.
81. A General Meeting of the Company may be called by giving not less than twenty one days notice in writing, provided that a General Meeting may be called after giving shorter notice if consent thereto is accorded in the case of the Annual General Meeting by all the members entitled to vote there at and in the case of any other meeting of the Company holding not less than 95% of the part of the paid-up share capital which gives the right to vote on the matters to be considered at the meeting. *Length of notice for calling meeting*
- Provided that where any members of a Company are entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be take into account for purpose of this clause in respect of the former resolution or resolutions and not in respect of the latter.
82. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate the proceedings, or any resolution passed at such meeting. *Accidental omission to give notice to invalidate meeting*
83. All business shall be deemed special that is transacted at an Extraordinary Meeting and also that is transacted at an Ordinary Meeting with the exception of *Special business and statement to be annexed*

declaration of a dividend, the consideration of the accounts, Balance Sheets and the reports of the Directors and Auditors, the election of the Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of Auditors. Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein, of every Director, if any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Provided that where any item of Special Business as aforesaid to be transacted at a meeting of the Company relates to or affects any other Company the extent of share holding interest in that order Company of every Director of the Company shall also be set out in the statement in the extent of such share holding interest is not less than 20% of the paid-up share capital of the Company.

84. Five members personally present shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. *Quorum*
85. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week and at the same time and place or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present not being less than two persons representing at least 51% of the paid up capital, shall be a quorum and may transact the business for which the meeting was called. *If quorum is not present when meeting to be dissolved and when to be adjourned*
86. The Chairman of the Board or in his absence the Deputy Chairman, if any or any of the Board of Directors shall preside, as Chairman at every General Meeting of the Company. *Chairman of General Meeting*
87. If there is no such Chairman or Deputy Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall choose another Director as Chairman and if no Directors be present or if all the Directors decline to take the chair, then the members present shall choose any one of the members to be Chairman. *When Chairman absent, choice of another Chairman*
88. The Chairman may, with the consent of any meeting, at which a quorum is present and shall, if so directed by the meeting adjourn that meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjournment meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. *Adjournment of meeting*
89. At any General Meeting a resolution put to the vote of the meeting shall be decided by proportional representation. On a poll, every shareholder present in person or by proxy or attorney or duly authorized representative shall have one vote for each equity share it holds. *Questions at General Meeting how decided*
90. The Chairman of the Board or in his absence the Deputy Chairman or one of the Directors appointed by the Directors present shall preside as chairman at the *Casting vote*

General Meeting and the chairman shall not have a second or casting vote in the event of an equality of votes.

91. If a poll is duly demanded in accordance with the provisions of Section 179, it shall be taken in such manner as the Chairman, subject to the provisions of Section 184 and Section 185 of the Act, may direct, and the results of the poll shall be deemed to be the decision of the meeting on the resolutions on which the poll was taken. *Taking of Poll*
92. A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not being later than forty-eight hours from the time when demand was made, as the Chairman may direct. *In what cases poll taken without adjournment*
93. Every member of the Company holding an Equity Share Capital shall have a right to vote in respect of such capital on every resolution placed before the Company. On a show of hands, every such member present shall have one vote and shall be entitled to vote in person or by proxy and his voting right on a poll shall be in proportion to his share of the paid-up Equity Capital of the Company. *Votes*
94. A demand for a poll shall not prevent the continuance of a meeting for the transaction for any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. *Business may proceed notwithstanding demand for poll*
95. In the case of joint holders, the vote of the first named of such joint holders who tender a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. *Joint holders*
96. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his Committee or other legal guardian, and any such committee or guardians may, on a poll, vote by proxy. *Members of unsound mind*
97. No member shall be entitled to vote at a general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. *No member entitled to vote while call due to the Company*
98. On a poll, votes may be given either personally or by proxy provided that no Company shall vote by proxy as long as a resolution of its Directors in accordance with provisions of Section 187 is in force. *Proxies permitted on polls*
99. (a) The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing, or if the appointer is a corporation, either under the Common Seal or under the hand of an officer or attorney so authorized. Any person may act as proxy whether he is a member or not. *Instrument of Proxy*
- (b) (1) A body corporate (whether a Company within the meaning of this Act or not) may :
- (i) if it is a member of the Company by resolution of its Board of Directors or other governing body, authorize such person as it thinks fit to act as its representatives at any meeting of the Company, or at any meeting of any class of members of the Company;
  - (ii) If it is a creditor (including a holder of debentures) of the Company by resolution of its Directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of this Act or of any rules made there under or in pursuance of the provisions contained in any debenture of trust deed as the case may be.

- (2) Every member holding any Preference Share shall in respect of such Shares have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares and subject as aforesaid, every such member shall in respect of such capital be entitled to vote in person or by proxy, if they dividend due on such Preference Shares or any part of such dividend has remained unpaid in respect of an aggregate period of not less than two years proceeding the date of the meeting. Such dividend shall be deemed to be due on Preference Shares in respect of any Period, whether a dividend has been declared by the Company for such period or not, on the day immediately following such period.
- (3) Whenever the holder of a Preference Share has a right to vote on any resolution in accordance with the provisions of this Articles, his voting right on a poll shall be in the same proportion as the capital paid-up in respect of such Preference Shares bears to the total Equity paid-up capital of the Company.

(c) A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents, as if he were personally the member, creditors or debenture holder.

100. The instrument appointing a proxy and the power of attorney, or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Registered Office of the Company not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. *Proxy to be deposited at the Office*
101. A vote given in accordance with the terms of a instrument of proxy shall be valid not withstanding the previous death of appointer, or revocation of the proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the dealt, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used. *Validity of vote by Proxy*
102. Any instrument appointing a proxy shall be an either of the form in Schedule IX to the act or a form as near there to as circumstances may admit. *Form of Proxy*

I  
General Form  
**SICAGEN INDIA LIMITED**

I/We.....of  
.....in the district of.....  
hereby appoint Mr.....of.....  
..... in the district of.....  
or failing him Mr.....of.....  
.....in the district of .....  
as my / our proxy to vote my / us and on my / our behalf at the Annual General Meeting Extraordinary  
General Meeting of the Company to be held on the .....day of.....20..... and at  
every adjournment thereof

Signed this.....day of.....20..... Signature

II  
**Form for affording members an opportunity of  
voting for or against the resolution**

**SICAGEN INDIA LIMITED**

I/We.....of  
.....in the district of.....  
hereby appoint Mr.....of.....  
..... in the district of.....  
or failing him Mr.....of.....  
.....in the district of .....  
as my / our proxy to vote my / us and on my / our behalf at the Annual General Meeting Extraordinary  
General Meeting of the Company to be held on the .....day of.....20..... and at  
every adjournment thereof

- I/We direct to proxy to vote
- For/against Resolution No.1
- For/against Resolution No.2
- For/against Resolution No.3

Signed this.....day of.....20..

Note : Strike out "for" or "against" as appropriate. Unless this is done and unless otherwise instructed, the proxy will act as he thinks fit.

## DIRECTORS

103. Until otherwise determined by a General Meeting, the number of Directors shall be *Number of Directors* not less than 3 and not more than 12 including the Managing Director or Nominated Director. The first Directors of the Company are :
- 1.Mr. S.Vasudevan      2. Mr. R.Ramakumar      3. Mr. R.Muthu
104. Any person, whether a member of the Company or not may be appointed, as *Qualification of Directors* Director. No Qualification by way of holding shares in the capital of the Company shall be required of any Director.
105. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention to do so and such resignation shall takes upon the expiration of such notice or its earlier acceptance.
106. (a) Every Director shall be paid form the funds of the Company for each meeting of the *Directors Remuneration* Board or any Committee of the Board attended by him such sum as may be determined by the Board of Directors from time to time, provided that a sum so determined shall not exceed the maximum prescribed by the Companies Act or the Government. The Directors shall also be paid all traveling and other expenses incurred by them in attending and returning from Meeting of the Board of Directors or of any committee thereof or in connection with the business of the Company.
- (b) Subject to the provisions of the Act, the Directors may, with the sanction of a Special Resolution passed in the General Meeting, and such sanction if any of the Government of India as may be required under the Companies Act, sanction and pay to any or all the Directors such remuneration for their services as Directors or otherwise and for such period and on such terms as they may deem fit.
- (c) Subject to the provision of the Act, the Company in General Meeting may by Special Resolution sanction and pay to the Director(s) in addition to the said fees set out in sub-clause (a) above a remuneration of not exceeding three per cent (3%) of the net profits of the Company calculated in accordance with the provisions of Section.
- (d) Subject to the provisions of Section 314 of the Companies Act, and subject to such sanction of the Government of India, as may be required under companies Act, if any Directors shall be appointed to advice the Directors as an Expert or be called upon to perform extra service or make special exertions for any of the purpose of the Company, the Directors may pay to such Director such special remuneration as they thin fit; such remuneration may be in the form of either salary, commission, or lump sum and may either be in addition to or in substitution of the remuneration specified in clause (a) of the Article.
107. If the Office of any Director becomes vacant before the expiry of the period of his *Casual Vacancy* Directorship in normal course, the resulting casual vacancy may be filled by the Board at a Meeting of the Board. Any person so appointed shall hold office only upto the date which the Director in whose place he is appointed would have held office if they vacancy had not occurred as aforesaid.

## VACATION OF OFFICE BY DIRECTORS

108. (1) The Office of Director shall be vacated if. *Vacation of Office by Directors*
- (a) he is found to be of unsound mind by a Court of Competent jurisdiction;
- (b) he applies to be adjudicated as an insolvent;

(c) he is undischarged insolvent;

(d) he is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof imprisonment for not less than six months;

(e) he fails to pay call in respect of shares of the Company held by him, whether alone or jointly with other, within six months from the last date fixed for the payment of the call; unless the Central Government has by Notification in Official Gazette removed the disqualification by such failure.

(f) he absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whoever is longer, without obtaining leave of absence from the Board.

(g) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a Partner or any Private Company of which he is a Director accepts a loan, or any guarantee or security for a loan from the Company in contravention of Section 295.

(h) he acts in contravention of Section 299 of the Act;

(i) he becomes disqualified by an order of Court under Section 203 of the Act or;

(j) he is removed in pursuance of Section 284 of the Act;

(k) having been appointed a director by virtue of holding any office or other employment in the Company he ceases to hold such office or other employment in the Company;

(2) Notwithstanding anything in clause, (d), (e) and (i) aforesaid, the disqualification referred to in those clauses shall not take effect.

(a) for thirty days from the date of the adjudication, sentence or order;

(b) Where any appeal or petition is preferred within the thirty days aforesaid against adjudication, sentence or conviction resulting in the sentence or order until the expiry of seven days from the date on which such appeal or petition is disposed of; or

(c) Where within the seven days aforesaid, any further appeal or petition is preferred in respect of the adjudication, sentence, conviction, or order, and the appeal or petition, if allowed would result in the removal of the disqualification, until such further appeal or petition is disposed of.

109. (1) The Board may appoint an Alternate Director to act for a Director hereinafter called *Alternate Director* in this clause "the Original Director" during his absence for a period of not less than 3 months from the State, in which the meeting of the Board are ordinarily held.

(2) An Alternate Director appointed as aforesaid shall vacate office if and when the Original Directors returns to the State in which meetings of the Board are ordinarily held.

110. The Directors may, from time to time appoint any person as an Additional Director *Additional Director* provided that the number of Directors and Additional Directors together shall not exceed the maximum number of Directors fixed under Article 103 above. Any person so appointed as an Additional Director shall hold office upto the date of the next Annual General Meeting of the Company.

111. (1) (a) The Board of Directors shall have power to appoint from time-to-time and at any time at their discretion one or more persons as Executive Directors or Special Directors in the employment of the Company on such terms and conditions as to remuneration or otherwise as the Board may deem fit and to vary the same from time-to-time and at their discretion to remove or suspend the persons from the said offices. The persons so appointed shall not be Directors of the Company within the meaning of the Companies Act nor shall they have any of the powers of or be subject to any of the duties of a Director. *Executive Directors/Special Directors*
- (b) The Board of Directors may determine by special or general order the designation under which persons shall describe themselves and sign papers and documents and correspondence relating to the business of the Company and such designation may be either Special Director or Executive Director or any other designation of which the word Directors forms a part with such additions as the Board of Directors may from time-to-time determine.
- (c) The use of the word `Director' in the designation shall not be constructed as constituting such persons as Director of the Company for any purposes of the Companies Act or of Rules there under of any statute and such persons shall not have any of the rights and powers or be subject to any duties of Directors of the Company.
- (d) Such Special Director shall exercise such powers and discharge such duties as the Board of Directors may from time-to-time determine.
- (2) (a) Provided nevertheless that no Director shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid or take part in the proceedings thereat and he shall not be counted for the purpose of ascertaining whether there is quorum of Directors or the Managing Director or any of them any security by way of indemnity against any loss which they or any of them suffer by becoming or being securities for the Company. A general notice that the Managing Director or any Directors is a Director or a member of any specified Company or is a member of any specified firm and is to be regarded as interested in any subsequent transaction be sufficient disclosure under this article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such Company or firm.
- (b) A Director may be or become a Director of any Company promoted by this Company or in which this Company be interested as Vendor, Shareholder or otherwise and no such Director shall be accountable to the Company for any benefits received as a Director or member of such Company.
- (3) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any Financing Company or Body is hereinafter in this Article referred to as "the Corporation" continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole time or non-whole time, (which Director or Director is/are hereinafter referred to as "Nominee Director(s)") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place(s). *Nominee Directors*

The Board of Directors of the Company shall have no power to remove from office the Nominee Director(s). At the option of the Corporation such Nominee Director/s shall not be required to hold any shares qualification to the Company. Also at the option of the Corporation such Nominee Director(s) shall not be liable to retirement

by rotation of Director(s). Subject to aforesaid, the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director(s) so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director(s) so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures, Shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

The Nominee Director(s) appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the meetings of the Committee of which the Nominee Director(s) is/are member(s) as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director(s) sitting fees and expenses to which the other directors of the Company are entitled, but if any other fees, commission monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Directors shall accrue to the Corporation and the Same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director(s) in connection with their appointment or directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director(s).

In the event of the Nominee Director(s) being appointed as Whole-time Director(s) such Nominee Director/s shall also exercise such powers and have such rights as are usually exercised or available to a Whole-time Director in the management of the affairs of the Company. Such Whole-time Director(s) shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.

112. Except as otherwise provide by these Articles all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company. *Rights of Director*
113. Notwithstanding anything contained in these presents any Director contracting with the Company shall comply with the provisions of Section 299 of the Companies Act, 1956. *Director to comply with Section 299*
114. Subject to the limitations prescribed in the Companies Act, 1956 Directors shall be entitled to contract with the Company and no Directors shall be disqualified by their having contracted with the Company as aforesaid. *Directors power to contract with Company*

#### **ROTATION OF DIRECTORS**

115. At the first Annual General Meeting of the Company the whole of the Directors shall retire from office. At every subsequent Annual Meeting, one third of the Directors liable to retirement by rotation for the time being or, if their number is not three or a multiple of three, then the number nearest to one third shall retire from office. *Rotation and retirement of Directors*
116. A retiring Director shall be eligible for re-election and the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto. *Retiring Director eligible for re-election*

117. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those to retire shall unless they otherwise agree among themselves, be determined by lot. *Which Directors to retire*
118. Subject to Section 256 of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating of deceased Directors is not filled up and the meeting has not expressly resolved not to fill up the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is a public holiday at the same time and place, and if at the adjourned meeting the place of vacating Directors is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the vacating Directors or such of them as have not had to fill up the vacancy, then the vacating Directors or such of them as have not had their places filled shall be deemed to have been reappointed at the adjourned meeting. *Retiring Directors remain in office till successors appointed*
119. Subject of the provisions of Section 252, 255 and 259 of the Companies Act the Company in General Meeting may increase or reduce the number of Directors subject to the limits set out in Article 103 and may also determine in what rotation the increased or reduced number is to retire. *Power of General Meeting to increase or reduce number of Directors*
120. Subject to the provisions of Section 284 of the Companies Act the Company by Ordinary Resolution may at any time remove any Director before the expiry of his period of office, and may by Ordinary Resolution appoint another person in his stead. The person so appointed shall hold Office until the date upto which his predecessor would have held Office if he had not been removed as aforementioned. A Director so removed from Office shall not be reappointed as a Director by the Board of Directors. Special Notice shall be required of any Resolution to remove a Director under this Article, or to appoint somebody instead of the Director at the meeting at which he is removed. *Power to remove Directors by Ordinary resolution*
121. A person not being a retiring Director shall be eligible, for appointment to the office of a Director at any General Meeting if he or some other Member intending to propose him as a Director has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of the Director, or intention of such member to propose him as a candidate for that office, as the case may be. *Right of persons other than retiring Directors to stand for Directorship*
122. The Company shall keep at its Registered Office a register containing the address and occupation and the other particulars required by Section 303 of the Act of its Directors, Managing Directors and Secretary and shall send to the Registrar of Companies returns as required by the Act. *Register of Directors and notification of change to Registrar.*
123. The business of the Company shall be carried on by the Board of Directors. *Business to be carried*
124. The Board may meet for the despatch of business, adjourn and otherwise regulate its meeting, as it thinks fit; provided that a meeting of the Board shall be held at least once in every three months; and at least four such meeting shall be held in every year. *Meeting of the Board*
125. A Director may at any time give notice to the Company to convene a meeting of the Directors, giving at least 15 days notice sent by fax or mail Subject to Section 286 of the Act. *Director may summon meeting*
126. (1) Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or the authorities, powers and discretion by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board. *Question how decided*

- (2) In case of an equality of votes, the Chairman shall not have a second or casting vote in addition to his vote as a Director.
127. The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of the total strength, the number of the remaining Director that is to say the number of Director who are not interested present at the meeting being not less than two shall be quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the Resolution or Meeting that is to say, the total strength of the Board after deducting there from the number of Directors, if any, whose places are vacant at the time. *Quorum*
128. If no person has been appointed as Chairman and if at any meeting, the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be the Chairman of the Meeting. *Election of Chairman of the Board*
129. (1) The Board may from time-to-time and at any time constitute one or more Committees of the Board consisting of such members of its body as the Board may think fit. *Powers to appoint Committees and to delegate*
- (2) Subject to the provisions of Section 292, of the Act the Board may delegate from time-to-time and at any time to any Committee so appointed all or any of the powers, authorities and discretion for the time being vested in the Board and such delegation may be made on such terms and subject to such conditions as the Board may think fit. *Delegation of Power*
- (3) The Board may from time-to-time revoke, add to or vary any powers authorities and discretion so delegated.
130. The meeting and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and not superseded by any regulations made by the Directors under the last proceeding Articles. *Proceedings of Committee*
131. (1) A Committee may elect a Chairman of its meetings; if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting. *Election of Chairman of the Committee*
- (2) The quorum of a Committee may be fixed by the Board and until so fixed the Committee is of a single member or two members the Quorum shall be one and if more than two members it shall be two.
132. (1) A Committee may meet and adjourn as it thinks proper.
- (2) Question arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes of the members present as the case may be and in case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a member of the Committee. *Question how determined*
133. All acts done by any meeting of the Board or of a Committee thereof, or by any person acting as a Director shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified be as valid as if every such Director and such person had been duly appointed and was qualified to be a Director. (2) Question arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes of the members present as the case may be and in case of *Acts done by Board or Committee valid notwithstanding defective appointment etc*

an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a member of the Committee.

134. Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the members of the Committee than in India (not being less in number than the quorum fixed for the meeting of the Board or the Committee as the case may be) and to all other Directors or members at their usual addresses in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board of Committee duly convened and held. *Resolution by circulation*

### POWERS AND DUTIES OF DIRECTORS

135. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or any statutory modification thereof for the time being in force, or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the said Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting, shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. *General powers of Company vested in Directors*
136. The Board may appoint at any time and, from time-to-time by a Power of Attorney under the Company's seal, any person to be the Attorney of the Company for such purposes and with such powers, authorities and discretion not exceeding those vested in or exercisable by the Board under these Articles and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may, if the Board thinks fit, be made in favour of the members, or any of the members of any firm or Company or the members, Directors, nominees or managers of any firm or Company or otherwise in favour of any body or persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Board may think fit. *Attorney of the Company*
137. The Board may authorize any such delegate or attorney as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in him. *Powers to authorize sub-delegation*
138. The Board shall duly comply with the provisions of the Act and in particular with the provision in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a Register of the Directors, and to sending to the Registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital and copies or Special Resolutions, and such other Resolutions and agreements required to be filed under Section 192 of the Act and a copy of the Register of Directors and notifications of any changes therein. *Directors' duty to comply with the provisions of the Act.*
139. In furtherance of and without prejudice to the general powers conferred by or implied in Article 135 and other powers conferred by these Articles, and subject to the provisions of Sections 292 and 293 of the Act, it is hereby expressly declared that it shall be lawful for the Directors to carry out all or any of the objects set forth in the Memorandum of Association and to do the following things. *Specific powers of Directors*
- (a). To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit and to sell, let, exchange, or otherwise dispose of the property, privileges and undertakings of the Company upon such terms and conditions and for such consideration as they may think fit. *To acquire and dispose of property and rights.*

- (b). At their discretion to pay for any property, rights and privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid-up the sum as may be either specifically charged upon all or any part of the property of the Company and is uncalled capital or not so charged. *To pay for property in debentures etc*
- (c). To secure the fulfillment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they think fit. *To secure contracts by mortgages*
- (d). To appoint and at their discretion remove or suspend such agents Secretaries, Officers, Clerks and servants for permanent, temporary or special services as they may from time-to-time think fit to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit. *To appoint officers etc*
- (e). To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payments or satisfaction of any dues and of any claims or demands by or against the Company. *To bring and defend action etc*
- (f). To refer any claims or demands by or against the Company to arbitration and observe and perform the awards. *To refer to arbitration*
- (g). To make and give receipts, releases and other discharges for money payable to the Company and of the claims and demands of the Company. *To give receipts*
- (h). To act on behalf of the Company in all matters relating to bankrupts and insolvent. *To act in matter of bankrupts and insolvent*
- (i). To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur personal liability for the benefit of the Company such mortgage of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other power, covenants and provisions as shall be agreed upon. *To give security by way of indemnity*
- (j). To give any person employed by the Company a commission on the Profits or transaction or a share in the general profits of the Company. *To give commission*
- (k). To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company. *To make contracts etc*
- (l). From time-to-time, make, vary and repeal bye-laws for the regulations of the business for the Company its officers and servants. *To make bye-laws*
- (m). Before recommending any dividends, to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensation; or to create any Provident Fund or Benefit Fund in such or any other manner as the Directors may deem fit. *To set aside profits for provident Fund*
- (n). To make and alter rules and regulations concerning the time and manner of payments of the contributions of the employees and the Company respectively to any such fund and accrual, employments, suspension and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise in relation to the working and management of the said Fund as the Directors shall from time-to-time think fit. *To make and alter rules*

(o). And generally, at their absolute discretion, to do and perform every act and thing which they may consider necessary or expedient for the purpose of carrying on the business of the Company excepting such acts and things as by Memorandum of Association of the Company or by these presents may stand prohibited.

140. The Board shall have power to appoint as the Secretary a person fit in their opinion for the said office, for such period and on such terms and conditions as regards remuneration and otherwise as it any determine. The Secretary shall have such powers and duties as may, from time-to-time, be delegated or entrusted to him by the Board or the Managing Director. *Secretary*
141. Any branch of kind of business which by the Memorandum of Association of the Company or these presents in expressly or by implication authorized to be undertaken by the Company, may be undertaken by the Board at such time or times as they shall think fit and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Board may deem it expedient not to commerce or proceed with such branch or kind of business. *Powers as to commencement of business*
142. Subject to Section 292 of the Act the Board may delegate all or any of its powers to any Directors jointly or severally or to any one director at its discretion. *Delegation of powers*

#### **BORROWING**

143. (1) The Board may from time-time time raise any money or any moneys or sums of money for the purpose of the Company; provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not without the sanction of the Company and its free reserves that is to say reserves not set apart for any specific purpose and in particular but subject to the provisions of Section 293 of the Act, the Board may from time-to-time at their discretion raise or borrow or secure the payment of any such sum or sums of moneys for the purpose of the Company, by the issue of debentures to members, perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities and in security of any such money so borrowed raised or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or transfer or convey the same absolutely or in trust and give the lenders powers of sale and others powers as may be expedient and purchase redeem of pay off any such securities. Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount upto which moneys may be borrowed by the Board of Directors. Provided that subject to the provisions of Section 292 of the Act the Board may be a resolution delegate the power to borrow money otherwise than an debentures to a Committee of Directors or the Managing Director subject to limits specified in the said resolution of the total amount which may be so borrowed.
- (2) Subject to the provisions of the clause next above the Board may, from time-to-time at their discretion, raise or borrow or secure the repayment of any sum of or sums of money for the purpose of the Company at such times and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by opening current accounts, or by receiving deposits and advances, with or without security, or by the issue of bonds, perpetual or redeemable debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, or by mortgaging or changing or pledging any lands, buildings, bonds or other property and securities of the Company, or by such other means as to them may seem expedient.

144. Such debentures, debenture stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. *Assignment of debentures*
- \*145. (a) Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution. *Terms of issue of debenture*
- (b) Any Trust deed for the securing of any debentures or debenture stock and or any mortgage deed and or other bond for securing payment of moneys borrowed by or due by the Company and or any contract or any agreement made by the Company with any person, firm, body corporate, Government or authority who may render or agree to render any financial assistance to the Company by way of loans advanced or by Guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner, may provide for the appointment, from time-to-time by any such Mortgage, Lender, Trustee or Holders of debentures or Contracting Party as aforesaid, of one more persons to be a Director or Directors of the Company. Such Trust Deed, Mortgage Deed, Bond or Contract may provide for filling up of any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective Mortgage, Loan or Debt or Debentures or on the termination of such contract and any person so appointed as Director under Mortgage or Bond or Debenture Trust Deed or under such contract shall ceases to hold office as such Director on the discharge of the same. Such appointment and provision in such documents as aforesaid shall be valid and effective as if contained in these presents.
- (c) The Board of Directors may by resolution declared that any Director of the Company Whether Additional Director or Director appointed at a General Meeting shall be a Special Director and thereupon such person shall be a Special Director and shall not be liable for retirement by rotation and shall not be required to hold any qualification shares, The Board of Directors may determine the period for which such person shall hold office as such Special Director either till the happening of any contingency or subject to any condition.
- (d) The Director or Director so appointed by or under a Mortgage Deed or other bond or contract as aforesaid shall be called a Special Director or Special Directors and the Director if appointed as aforesaid under the provisions of A Debenture Trust Deed shall be called "Debenture Director". The words "Special Director" or "Debenture Director" shall mean the Special Director or Debenture director for the time being in office. The Special Director or Debenture Director shall not be required to hold any qualification shares and shall not be liable to retire by rotation or to be removed from office by the Company. Such Mortgage Deed or Bond or Trust Deed or contract may contain such auxiliary provisions as may be arranged between the Company and Mortgage, Lender, the Trustee or contracting party as the case may be and all such provisions shall have effect notwithstanding any of the other provision herein contained but subject to the provisions of the Act.
- (e) The Directors appointed as Special Director or Debenture Director under the Article shall be deemed to be ex-officio Directors.
- (f) The Total number of Ex-officio Directors, if any, so appointed under this Article together with the other Ex-officio Directors, if any appointed under any other provisions of these presents shall not at any time exceed one-third of the whole number of Directors for the time being.

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\* The existing Article 145(a) deleted and reconstituted with new Articles 145(a) as per Special Resolutions passed at AGM held on 15.09.2008.

146. Any uncalled capital of the Company may be included in or charged by any mortgage or other security. *Charge on uncalled capital*
147. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the share holders or otherwise, to obtain priority over such prior charge. *Subsequent assignees of uncalled capital*
148. If the Directors or any of them, or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other person so becoming liable as aforesaid from any loss in respect of such liability. *Charges in favour of Directors for indemnity*
149. (1) Subject to the provisions of the Act the Board shall exercise the following powers on behalf of the Company and the said power shall be exercised only by resolution passed at the meeting of the Board: *Powers to be exercised by Board only on meeting*
- (a). Power to make calls on share holders in respect of moneys unpaid on their shares.
  - (b). Power to issue debentures;
  - (c). Power to invest the funds of the Company:
  - (d). Power to invest the funds of the Company;
  - (e). Power to make loans.
- (2) The Board may be a meeting delegate to any Committee of the Board or to the Managing Director the powers specified in sub-clause (c) (d) and (e) above.
- (3) Every resolution delegating the power set out in sub-clause (c) shall specify the total amount outstanding at any one time upto which moneys may be borrowed by the said delegate.
- (4) Every resolution delegating the power referred to in sub-clause (d) shall specify the total amount upto which the funds may be invested and the nature of investments which may be made by the delegate.
- (5) Every resolution delegating the power referred to in sub-clause (e) above shall specify the total amount upto which loans may be made by the delegate, the purposes for which the loans may be made, and the maximum amount of loans that may be made for each such purpose in individual cases.
150. The Directors shall cause a proper register to be kept in accordance with the provisions of the Companies Act, 1956 for all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the said Act as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office. *Register of mortgages to be kept*
151. Every Register of holders of debentures of the Company may be closed for any period not exceeding on the whole forty-five days in days in any year and not exceeding thirty days at any one time. Subject as aforesaid every such register shall be open to the inspection of registered holders of any such debentures and of any members but the Company may in General Meeting impose any reasonable *Register of holders of Debentures*

restrictions so that at least two hours in every day, when such register is open, are appointed for inspection.

152. The Company shall comply with the provisions of the Companies Act 1956 as to allowing inspection of copies kept at the Registered Office in pursuance of the said Act, and as to allowing inspection of the Register of Mortgages to be kept at the office in pursuance of the said Act. *Inspection of copies of Register of Mortgages*
153. The Company shall comply with the provisions of the Companies Act 1956 as to supply copies of any register of holders of debentures or any trust deed for securing any issue of debentures. *Supply of copies of Register of holders of debentures*
154. Holders of Debentures shall have the same right to receive and inspect the Balance Sheet of the Company and the Reports of the Auditors and other reports as are, possessed by the members of the Company. *Right of holders of debentures as to balance sheet*
155. (1) The Company shall comply with the requirements of Section 193 of the Act, in respect of the keeping of the minutes of all proceedings of every General Meeting and every meeting of the Board or any Committee of the Board. *Minutes*
- (2) The Chairman of the meeting shall exclude at his absolute discretion such of the matters as are or could reasonably be regarded as defamatory of any person irrelevant or immaterial to the proceedings or detrimental to the interests of the Company.

#### **MANAGING DIRECTOR**

156. (a) The Board may from time-to-time with such sanction of the Central Government as may be required by law appoint one or more of their body to the Office of Managing Director or Managing Directors and or whole time Director or whole time Directors. *Appointment of Managing Directors/ Whole time Directors*
- (b) The Directors may from time-to-time resolve that there shall be either one or two Managing Directors and unless otherwise resolved there shall be only one Managing Director.
- (c) In the event of any vacancy arising in the Office of a Managing Director or if the Directors resolve the increase the number of Managing Directors, the vacancy shall be filled by the Board of Directors and the Managing Director so appointed shall hold the office for such period as the Board of Directors may fix.
157. If a Managing Director ceases to hold as Director, he shall ipso facto and immediately cease to be Managing Director. *Tenure of office of the Managing Directors*
158. The Managing Directors(s) shall not be liable to retirement by rotation so long as they hold office as Managing Director(s) provided that at any time the number of Directors (Including the Managing Directors) as are not subject to retirement by rotation shall exceed one third of the total number of Directors for the time being then such Managing Directors(s) may from time to time select shall be liable to retirement by rotation to the intent that the Directors so liable to retirement by rotation shall not exceed one third of the total number of Directors for the time being. *Managing Directors not to retire by rotation*
159. The Managing Directors and/or the whole time Directors shall, subject to such sanction by the Central Government as by law required, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way of partly in another) as the Company in General Meeting may from time-to-time determine. *Remuneration of Managing Director*
160. The Managing Director shall, subject to the supervision and control of the Board of Directors, have the management of all the affairs and business of the Company and of all its assets and he shall have power to do all acts and things which he shall *Power to be exercised by Managing Director*

have power to do all acts and things which eh shall consider necessary or desirable in the management of the affairs of the Company and to exercise and perform all the powers and duties vested in him for the time being in accordance with the provisions of these presents or by any resolution of the Board.

- (a) Subject to the provisions of Section 293 of the Act, to sell for cash or on credit and either wholesale or in retail and for ready or future delivery and realize the proceeds of sale or property moveable or immoveable or any rights or privileges belonging to the Company or in which the Company is interested or over which Company may have any such power or disposal, and to exchange and such property or rights belonging to the Company for other property or rights.
- (b) To determine from time-to-time who shall be entitled to sign on the Company's dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes.
- (c) To execute all deeds, agreements, contracts, receipts and other documents that may be necessary or expedient for the purpose of the Company and to make and give receipts, releases and other discharges for moneys or goods or property received in the usual course of businesses of the Company or lent or payable to or belonging to the Company and for the claims and demands of the Company.
- (d) To institute, conduct, defend, compound or abandon any action suits and legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compound or compromise or submit to arbitration the same actions, suits and legal proceedings.
- (e) To enter into, vary or cancel all manner of contracts on behalf of the Company.
- (f) To engage and in their discretion to remove, suspend dismiss and remunerate bankers, legal advisers, accountants managers, cashiers, clerks, agents, commission agents, dealers, brokers, foremen, servants, employees or technical or skilled assistants as from time-to-time may in their opinion be necessary or advisable in the interests of the Company and upon such terms as to duration of employment, remuneration or otherwise, and may require security in such instances and to such amounts as the Managing Director thinks fit.
- (g) To acquire by purchase, lease, exchange, pledge, hypothecation, or otherwise transfer lands, estates, fields, buildings, office, show rooms, godowns and other buildings in the State of Madras or elsewhere, Machinery, Engine, Plant, Rolling Stock, Tools, Machine Tools, Outfits, Stores, Hardware and any other materials of whatever description either on credit for cash and for present or future delivery.
- (h) To plan, develop, improve cut down, process sell or otherwise dispose of the products of the Company and to incur all expenses in this behalf.
- (i) To erect, maintain, repair, equip, alter extend Buildings and Machinery in the State of Madras or in any other place.
- (j) To enter into all such negotiations and contracts and rescinded and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.

- (k) To pay all moneys due by the Company and look after the finance of the Company.
  - (l) To open current and time-deposit accounts or other account with banker or bankers at his choice, and to operate on such accounts and also when necessary to overdraw or take loans on such accounts on the security of the Company or of any of its assets.
  - (m) To draw, accept, endorse, discount, negotiate and discharge on behalf of the Company all bills of exchange, promissory notes, cheque, hundies, drafts, railway receipts, dock warrants, delivery orders, Government promissory notes, other Government instruments, bonds, debenture-stock of Corporation, local bodies, Port Trusts, Improvement Trusts or other corporate bodies and to execute transfer deeds for transferring stocks, shares or stock certificates of the Government and other local or corporate bodies in Connection with any business or any subject of the Company.
  - (n) Subject to Article 139 above to borrow from time-to-time such sums of money for the purpose of the Company upon such terms as may be expedient and with or without security.
  - (o) To receive and give effectual receipts, and discharge on behalf of and against the Company for moneys, funds, goods, or property lent payable or belonging to the Company or for advances against the goods of the Company.
  - (p) To make or receive advance of money, goods, machinery, plant and other things by way of sale, mortgage, hypothecation, lien, pledge, deposit or otherwise in such manner and on such terms as the Managing Director may deem fit.
  - (q) To submit to arbitration and enforce the fulfillment of awards regarding any claims in which the Company may be interested to adjust, settle or compromise any claims due to or by the Company and to give to debtors of the Company, time for payment.
  - (r) To institute, appear in or defend any legal proceeding in the name of an on behalf of the Company to sign by Advocate, Solicitors and Lawyers and to execute any vakalat or other authority in their vapour and to compound and compromise any claim, suit or proceedings.
  - (s) To make all manner of insurance.
  - (t) To delegate all or any of the powers, authorities and descriptions for the time being vested in the Managing Director and also from time-to-time provide by the appointment of an attorney or attorneys to sign, seal, execute deliver, register or cause to be registered all instruments, deeds, documents or writings, usually necessary or expedient for any of the purposes of the Company not requiring the common seal of the Company. Provide that the Directors may from time-to-time, revoke, withdraw, alter or vary all or any f the above powers.
161. All the powers conferred on the Managing Director by these presents, or otherwise may, subject to any directions to the contrary by the Board of Directors, be exercised by any of them severally. *Managing Director powers to be exercised severally*

### **MANAGER**

162. Subject to the provisions of the Act the Directors may appoint any person as Manager for such term not exceeding five years at a time at such remuneration and upon such conditions as they may think fit and any manager so appointed may be removed by the Board. *Manager*

### COMMON SEAL

163. The Board shall provide a common seal of the Company and shall have power from time-to-time to destroy the same and substitute a new seal in lieu thereof. The common seal shall be kept at the Registered Office of the Company and committed to the custody of the Directors. The Board shall also have the power to have for use in territory not situated in India, a facsimile of the common seal of the Company with addition on its face the name of the territory or the place concerned. *Common Seal*
164. The seal shall not be affixed to any instrument except by authority of a resolution of the Board or Committee and unless the Board otherwise determines every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company, be signed by two Directors and the Secretary in whose presence the seal shall have been affixed or such other person as may from time-to-time be authorized by the Board and provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority to issue the same provided also the counter signature of the Managing Director or other authorized person shall not be necessary in the case of instrument executed in favour of the Managing Director which shall be sealed in the presence of any one Director and signed by him on behalf of the Company. *Annexure of Common Seal*

### DIVIDENDS AND RESERVES

165. The profits of the Company, subject to any special rights relating thereto created or authorized to be created by these presents and subject to the provisions of these presents as to the Reserve Fund, shall be divisible among the equity shareholders. *Rights to dividend*
166. The Company in General Meeting may declare dividends additional dividends in relation to any year or years but no dividend shall exceed the amount recommended by the Board. *Declaration of Dividends*
167. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. *What to be deemed net profits*
168. The Board may from time-to-time pay to the members such interim dividends as appear to it to be justified by the profits of the Company. *Interim Dividend*
169. No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 and 208, of the Act. *Dividends to be paid out of profits only*
170. (1) The Board may before recommending any dividends set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provisions for meeting contingencies or for equalizing dividends, and pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time-to-time think fit. *Reserve Funds*
- (2) The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as Reserve.
171. (1) Subject to the rights of persons if any entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. *Method of payment of dividend*
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the shares.

- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such shares shall rank for dividend accordingly.
172. The Board may deduct from any dividend payable to any member all sums of money if any, presently payable by him to the Company on account of calls in relation to the shares of the Company or otherwise. *Deduction of arrears*
173. Any General Meeting declaring a dividend or bonus may make a call on the members of such amount as the Meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and themselves be set off against the call. *Adjustment of dividend against call*
174. (1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through post direct to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named in the Register of Members or to such person and to such address of the holder as the joint holders may in writing direct. *Payment by cheque or warrant*
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- \* (3) Every dividend warrant or cheque shall be posted within 30 days from the date of declaration of the dividends.
175. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member in respect thereof or shall duly transfer the same. *Retention in certain cases*
176. Any one of two or more joint holders of a share may give effectual receipt for any dividends, bonuses or other moneys payable in respect of such share. *Receipt of joint holders*
177. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act. *Notice of Dividends*
178. No dividend shall bear interest against the Company. *Dividends not to bear interest*
- \*179. (1) Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of Sicagen India Limited" and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted. *Unpaid or unclaimed dividend*
- (2) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established by the Central Government. A claim to any money so transferred to the above fund may be preferred to the Central Government / Committee appointed by the Central Government by the shareholders to whom the money is due.
- (3) No unclaimed or unpaid dividend shall be forfeited by the Board.

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\* The existing Articles 174(3) & 179 deleted and reconstituted with new Articles 174(3) & 179(1)(2)(3) as per Special Resolutions passed at AGM held on 15.09.2008.

180. Any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. *Transfer of share not to pass prior dividend*

### CAPITALISATION OF PROFITS

181. (1) The Company in General Meeting, may on the recommendation of the Board resolve: *Capitalization of profits*
- (a) That the whole or any part of any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Fund or any moneys, investments or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (where permitted by law) from the appreciation in value of any Capital Assets of the Company standing to the credit of the General Reserve, or any Reserve Fund or any amounts standing to the credit of the Profit and Loss Account or any other fund of the Company or in the hands of the Company and available for the distribution as dividend capitalized; and
  - (b) That such sum is accordingly set free for distribution in the manner specified in sub-clause (2) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in sub-clause (3) either in or towards.
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively.
  - (ii) paying up in full unissued shares of the Company to be allotted and distributed and credited as fully paid-up to and amongst such members in the proportions aforesaid; or
  - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
182. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall. *Powers of Director for declaration of bonus*
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares if any, and
  - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have full power;
- (a) to make such provision, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions and also;
  - (b) to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payments by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on the existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.

## ACCOUNTS

183. (1) The Board shall cause proper books of accounts to be kept in respect of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, and of the assets and liabilities of the Company. *Books of account to be kept*
- (2) All the aforesaid books shall give a true and fair view of the affairs of the Company or of its branch as the case may be, with respect to the matters aforesaid, and explain its transactions.
- (3) The books of accounts shall be open to inspection by any Director during business hours.
184. The books of accounts shall be kept at the Registered Office or at such other place as the Board thinks fit. *Where books of accounts to be kept*
185. The Board shall from time-to-time determine whether and to what extent and at what time and under what conditions or regulations the counts and books and documents of the Company or any of them shall be open to the inspection of the members and no member (not being a Director) shall have any right of inspecting any accounts or books or documents of the Company except as conferred by statute or authorised by the Board or by a resolution of the Company in General Meeting. *Inspection by members*
186. The Board shall lay before such Annual General Meeting a Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or such extension of time as shall have been granted by the Registrar under the provisions of the Act. *Statement of account to be furnished to General Meeting*
187. Subject to the provisions of Section 211 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the forms set out in Part I and II respectively of Schedule VI of the Act, or as near thereto as circumstances admits. *Balance Sheet and profit and loss account*
188. (1) Subject to Section 215 of the Act, every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board by not less than two Directors. *Authentication of Balance Sheet & Profit and Loss account*
- (2) The Balance Sheet and the Profit and Loss Account shall be approved by the Board before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.
189. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditor's Report shall be attached thereto. *Profit & Loss account to be annexed & Auditor's Report to be attached to the Balance Sheet*
190. (i) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board with respect to the State of the Company's affairs, the amounts, if any, which it proposes to carry to any Reserve either in such Balance Sheet or in a subsequent Balance Sheet and the amount if any which it recommends to be paid by way of dividend. *Board's Report to be attached to Balance sheet*
- (ii) The Report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to its business or that of any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest and material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the balance sheet relates and the date of the report.

- (iii) The Board Shall also give the fullest information and explanation in its report or in case falling under the proviso of Section 222 of the Act in an addendum to that Report on every reservation, qualification or adverse remark contained in the Auditor's Report.
- (iv) The Board's Report and addendum, if any, thereto shall be signed by its Chairman if he is authorized in that behalf by the Board, and where he is not authorized shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company under Article 186.
- (v) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of sub-clauses (i) to (iii) of this Article are complied with.

191. The Company shall comply with the requirements of Section 219.

*Right of members to copies  
of Balance Sheet & Auditors  
Report*

### **ANNUAL RETURNS**

192. The Company shall make the requisite annual returns in accordance with Sections 159 and 161 of the Act. *Annual Returns*

### **AUDIT**

193. (1) Every Balance Sheet and Profit and Loss Account shall be audited by one or more auditors to be appointed as hereinafter mentioned. *Accounts to be audited*
- (2) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall within seven days of the appointment give intimation thereof to every Auditor so appointed unless he is a retiring Auditor.
  - (3) At any Annual General Meeting a retiring Auditor by whatsoever authority appointed shall be re-appointed unless:
    - (a) he is not qualified for re-appointment;
    - (b) He has given the Company notice in writing of his willingness to be reappointed.
    - (c) a resolution has been passed at that meeting appointing some body instead of him or providing expressly that he shall not be re-appointed; or
    - (d) where notice has been given of an intended resolution to appoint some person or in the place of a retiring Auditor, and by reason of the death, incapacity or disqualification of that person or of all those persons, as the case may be the resolution cannot be proceeded with.
  - (4) Where at an Annual General Meeting no auditors are appointed or re-appointed, the Central Government may appoint a person to fill the vacancy.
  - (5) The Company shall, within seven days of the Central Governments' Power under sub-clause (4) becoming exercisable, give notice of that fact to the government.
  - (6) (a) The first auditor or auditors or auditors of the Company shall be appointed by the Board of Directors within one month of the date of Registration of the Company and the auditor or auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

Provided that the Company may at a General Meeting remove any such Auditor or all or any of such auditors and appoint in his or their places any other person or persons who have been nominated for appointment by any such member of the Company and of whose nomination notice has been given to the members of the Company, not less than 14 days before the date of the meeting; and

- (b) if the board fails to exercise its power under this sub-clause the Company in General Meeting may appoint the first auditor or auditors.
- (7) The Directors may fill any casual vacancy in the office of an Auditor, but while any such vacancy continues, the remaining Auditor or Auditors, if any, may act, but where such a vacancy is caused by the resignation of an Auditor the vacancy shall only be filled by the Company in General Meeting.
- (8) A Person other than a retiring Auditor, Shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution for appointment of that person to the office of Auditor has been given by a member to the company not less than fourteen days before the meeting in accordance with Section 190 of the Act and the Company shall send copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with Section 190 of the Act and all the other provisions of Section 225 of the Act shall applying the matter. The provisions of this sub-clause shall also apply to a resolution that retiring Auditor shall not be re-appointed.
- (9) The persons qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act.
194. The Company shall comply with the provisions of Section 228 of the Act in relation to the audit of the accounts of branch offices of the Company. *Audit of branch office*
195. The remuneration of the auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Board. *Remuneration of Auditors*
196. (1) Every Auditor of the Company shall have a right of access at all times to the books of account and voucher of the company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of his duties as Auditor. *Rights and duties of Auditors*
- (2) All notices of, and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor, and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- (3) The Auditor shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit and Loss Account and on every other document declared by this Act to be part of or annexed to Balance Sheet or Profit and Loss Account, which are laid before the Company in General meeting during his tenure of office, and the Report shall state whether, in his opinion and to the best of his information and according to the explanations given to him, the said accounts give the information required by this Act in the manner so required and give a true and fair view;
- (i) in the case of the Balance Sheet of the State of the Company's affairs as at the end of the financial year, and
- (ii) in the case of the Profit and Loss Account of Profit and Loss in its financial year.

- (4) The Auditor's Report shall also state;
- (a) Whether he has obtained all the information and explanation which to the best of his knowledge and belief were necessary for the purpose of his audit;
  - (b) Whether in his opinion books of account as required by law have been kept by the company so far as appears from his examination of those books, and proper returns adequate for the purposes of his audit have been received from branches not visited by him; and whether the report on the accounts of any branch office audited under Section 228 of the Act by a person other than Company's auditor has been forwarded to him and how he has dealt with the same in preparing the auditors report.
  - (c) whether the Balance Sheet and Prof and Loss Account dealt with by the Report are in agreement with the books of account and returns.
- (5) where any of the matters referred to in clauses (i) and (ii) of Sub section (2) of Section 227 of the Act or in clauses (a), (b) and (c) of Sub-section (3) of Section 227 of the Act or Sub-clauses (4)(a) and (b) and (c) hereof is answered in the negative or with a qualification, the auditors Report shall state the reason for such answer.
- (6) The Auditor's Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

197. Every account of the Directors when audited and approved by a General Meeting shall be Conclusive. *Accounts when audited and approved to be conclusive*

#### **SERVICE OF DOCUMENTS AND NOTICE**

198. A document may be served on the Company or any officer thereof by sending it to the Company or officer at the Registered Office of the Company by post under certificate of posting or by registered post, or by leaving it at the Registered Office. *Service of documents on the Company*

199. (1) A document which expression for this purpose shall be deemed to include and shall any summons, notice, requisition, process, order, judgment or any other document in relation to or in the winding up of the Company may be served or sent by the Company on or to any member either personally or by sending it by post to him to his registered address, of (if he has no registered address in India) to the address if any, within India supplied by him to the Company for the giving of notices to him. *How document to be served on members*

- (2) All notices shall, with respect to any registered shares to which persons are entitled jointly, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such share.

- (3) Where a document is sent by post;

Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the member; and such service shall be deemed to have been effected;

- (i) in the case of notice of a meeting, at the expiration of forty-eight hours after the letter containing the notice is posted, and

(ii) in any other case at the time at which the letter would be delivered in the ordinary course of post.

200. Each registered holder of share shall from time-to-time notify in writing to the Company some place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence. *Members to notify address in India*
201. If a member has no registered address in India, and has not supplied to the Company an address within India for the giving of notices to him a document advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears. *Service on members having no registered address in India*
202. A document may be served by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a period letter addressed to them by name, or by the title of representatives of deceased, or assignees of the insolvent or by any like description at the address, if any in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred. *Service on persons acquiring shares on death or insolvency of member*
203. Any notice or document delivered or sent by post or left at the registered address of any member in pursuance of these presents shall, notwithstanding, that such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered share whether held solely or jointly with other persons by such member until some other persons be registered in his stead as the holder of joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or on her heirs, executors or administrators, and all other persons, if any jointly interested with him or her in any such share. *Notice valid though member deceased*
204. Subject to the provisions of the Act and these Articles notice of General Meeting shall be given; *Persons entitled to notice of General meeting*
- (i) to the members of the Company as provided by Article 81 or as authorized by the Act;
- (ii) to persons entitled to a share in consequence of the death or insolvency of a member as provided by Article 202 or as authorized by the Act;
- (iii) to the Auditor or Auditors for the time being of the Company in any manner authorized by the Act in the case of any member or member/s of the Company.
205. (1) Subject to the provisions of the Act any document required to be served on or sent to the members, or any of them by the Company and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District where the registered office of the Company is situate. *Advertisement*
- (2) Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share or stock. *Transference etc bound by prior notices*
206. Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered on the register *Members bound to documents given to previous holders*

shall be duly served on or sent to the person from whom he derives his title to the shade.

207. Any notice to be given by the Company shall be signed by the Managing Director or by such Director or Officer as the Directors may appoint. The Signature to any notice to be given by the Company may be written or printed or lithographed. *How to notice to be signed*

### AUTHENTICATION OF DOCUMENTS

208. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director or the Managing Director or an authorized officer of the Company and need not be under its seal. *Authentication of documents and proceedings*

### WINDING UP

209. Subject to the provisions of the Act as to preferential payments, the assets of a Company shall, on its winding up, be applied in satisfaction of its liabilities *Winding up* *pari passu* and, subject to such application, shall, unless the Articles otherwise provide be distributed among the members according to their rights and interests in the Company.
210. If the Company shall be wound up whether voluntarily or otherwise the liquidators may, with the sanction or a special resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit. In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such divisions to any of the said shares may within ten days after the passing of the special Resolution by notice in writing, direct the liquidators shall, if practicable act accordingly. *Divisions of assets of the Company in specie among members*

### INDEMNITY AND RESPONSIBILITY

211. (a) Subject to the provisions of Section 201 of the Act every Director, Manager, Secretary and other officer or Employee of the Company shall be indemnified by the Company to pay all costs, losses and expenses (including traveling expenses) which any such Director, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him or in any other way in the discharge of his duties, as such Director, Officer or Employee. *Directors and others right to indemnity*
- (b) Subject as aforesaid every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or him in defending any proceedings whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is given to him by the Court, and without prejudice to the generality of the foregoing it is hereby expressly declared that the Company shall pay and bear all fees and other expenses incurred or incurable by or in respect of any Director for filling any return, paper or document with the Registrar of Companies or complying with any of the provisions of the Act in respect of or by reason of his office as a Director or other officer of the Company.
212. Subject to the provisions of Section 201 of the Act, no director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act conforming to any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Company through insufficiency or deficiency *Not responsible for acts of others*

of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person. Company or Corporation with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight on his part or for any loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens his own act or default.

#### **SECURITY CLAUSE**

213. (a) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or Managing Director or to require discovery of or any information respecting any detail of the Company's trading of any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Company to communicate to the Public. *Security Clause*
- (b) Every Director, Managing Director, Manager, Secretary, Auditor, Trustee, Members of a Committee, Officers, Servant, Agent, Accountant or other person employed in the business of the Company, shall if so required by the Directors before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law or by the persons to whom such matters related and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

Sl. No	Name, address and Occupation of Subscribers	Signatures of Subscribers	Witness to Signatures
1	S.Vasudevan S/o.M.J.Srinivasan Flat K-1, Sical Race View Apartments 2, Race Course Road (Interior) Guindy, Chennai-600 032 Company Executive	Sd/-	<p style="text-align: center;">All the subscribers signed before me Sd/- S.Sivaraman S/o Late G.Sankaranarayanan Company Secretary, SICAL 73, Armenian Street, Chennai-600 001</p>
2	R.Ramakumar S/o Late K.Rangarajan New No.4, 4 <sup>th</sup> Street, Padmanaba Nagar, Adyar, Chenna-600 020 Company Executive	Sd/-	
3	R.Muthu S/o A.R.Ramanathan 224, T.T.K Road Alwarpet, Chennai-600 018 Business	Sd/-	
4	K.S.Kirushnamani S/o K.S.S.Mani 11, 8 <sup>th</sup> Cross Street, Balaji Nagar, Chennai-600 061 Company Service	Sd/-	
5	R.Sivagurunathan S/o. N.Ramamoorthy No.107/1, Pillaiyar Koil Street Jafferkhanpet, Chennai-600083 Company Executive	Sd/-	
6	D.S.Disliva S/o Mr.D.Sardar Khan No.44A (22 <sup>nd</sup> Street, Krishna Nagar) Rukmani Nagar, Madhuravayal Chennai-600095 Company Service	Sd/-	
7	AR.Chidambaram S/o N.Arumugam New No.25, Thiru-vi-ka IV Street Mylapore, Chennai-600 004 Company Executive	Sd/-	

Place : Chennai  
Date : 09.06.2004

IN THE HIGH COURT OF JUDICATURE AT MADRAS  
[Original Jurisdiction]  
Thursday, the Twentieth day of December, 2007  
THE HON'BLE MRS. JUSTICE S. RAJESWARAN  
Company Petition Nos. 216 and 217 of 2007

In the matter of Companies Act, 1956  
And  
In the matter of Sections 391 to 394 of the said Act  
And  
In the matter of Scheme of Arrangement  
Between  
M/s. Sical Logistics Limited  
And  
M/s. Sicagen India Limited

C.P. No.216 of 2007

Sical Logistics Limited  
Regd. Office: "Adyar House",  
Chennai – 600 085  
Rep. by its Chief Financial Officer Mr. S. Bhaskar ... Petitioner Company.

This Company petition praying this Court that the said Scheme of Arrangement between the Petitioner Company and M/s. Sicagen India Limited with effect from the Appointed Date i.e., the 1<sup>st</sup> day of October 2006, be sanctioned by this Court so as to be binding on all the shareholders of the Petitioner Company and on the said Company.

C.P. No.217 of 2007

Sicagen India Limited,  
Regd. Office: No.73, Armenian Street,  
Chennai – 1.  
Rep. by its Director, Shri. M. Rajamani ... Petitioner Company.

This Company petition praying this Court, that the Scheme of Arrangement between the M/s. Sical Logistics Limited and the Petitioner Company with effect from 1<sup>st</sup> day of October 2006, be sanctioned by this Court so as to be binding on all the shareholders and creditors of the petitioner Company and on the said Company.

These Company petitions having been heard on 14.12.2007 in the presence of Mr. R. Murari, Advocate for the Petitioners in both the company petition Nos. 216 and 217 of 2007 and Mr. S. Udayakumar, Senior Panel Counsel appearing for the Regional Director, Southern Region, Department of Company Affairs, Chennai, and upon reading the order dated 18/8/2007 and made in C.A.No.2170 of 2007 whereby the said company viz. M/s. Sical Logistics Limited the petitioner company in C.P.No.216 of 2007 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Arrangement between M/s. Sical Logistics Limited and M/s. Sicagen India Limited and the advertisement having been made in one issue of English daily "The Hindu Business Line" dated 30/08/2007 and another issue of Tamil daily "Dina Malar" dated 30/08/2007 each containing the advertisement of the said meeting and the report of the Chairman of the said

meeting as to the result of the meeting and report as the Scheme of Arrangement had been approved unanimously, and upon reading the company petition Nos.216 and 217 of 2007, and the affidavit of R. Vasudevan, the Regional Director, Southern Region, Department of Company Affairs, Chennai and the advertisement of the company petitions having been made in one issue of English daily "The Hindu Business Line" dated 08/11/2007 in Visakhapatnam, Vijayawada, Trichy, Thiruvananthapuram, Mumbai, Mangalore, Madurai, Kolkata, Kochi, Hyderabad, Delhi, Chennai, Coimbatore and Bangalore editions and this Court having dispensed with the convening, holding and conducting of the meetings of the equity shareholders of the said petitioner company in C.P.No.217 of 2007 by an order dated 18/8/2007 and made in C.A. No.2171 of 2007 and having stood over for consideration till this date.

This Court doth hereby sanction the Scheme of Arrangement annexed hereunder with effect from 01/10/2006 and declare the same to be binding on all the shareholders and creditors of the said companies and on the said companies, THIS COURT DOTHS FURTHER ORDER AS FOLLOWS:

[1] That, the petitioner companies herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

[2] That, the parties to the Scheme of Arrangement or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Arrangement annexed hereunder.

[3] That Mr. S. Udayakumar, Senior Panel Counsel shall be entitled to a fee of Rs.2,500/- [Rupees Two Thousand and Five Hundred only] from each of the Petitioner Companies.

[4] That there be no order as to costs.

**ANNEXURE**  
**SCHEME OF ARRANGEMENT**  
**BETWEEN**  
**SICAL LOGISTICS LIMITED**  
**AND**  
**SICAGEN INDIA LIMITED**

1.1 Sical Logistics Limited (hereinafter referred to as 'SICAL') is a Company, incorporated under the Indian Companies Act, 1913 having its Registered Office presently at Adyar House, Chennai 600 085 has five undertakings as described below :

a. Logistics Undertaking consisting of the following divisions :

- i. Inland Logistics.
- ii. Bulk Logistics.
- iii. Container Logistics.
- iv. Offshore Logistics.

b. Manufacturing Undertaking consisting of the following divisions :

- i. Manufacture of Refractories.
- ii. Manufacture of automotive electrical components.
- iii. Manufacture of flexible shafts and drums.
- iv. Manufacture of speciality chemicals.
- v. Manufacture of bio-pesticides.

(a. and b. above are hereinafter collectively referred to as 'REMAINING UNDERTAKING')

c. Trading Undertaking consisting of the following divisions :

- i. Trading in building materials.
- ii. Vehicle sales.

d. Services Undertaking consisting of the following divisions :

- i. Travel related services.
- ii. Ship building and repairs.
- iii. Governor services.
- iv. Windmill generation.

e. Coffee Plantation undertaking

(c, d. and e. above are hereinafter collectively referred to as 'TRANSFERRED UNDERTAKING')

1.2 Sicagen India Limited (hereinafter referred to as 'SICAGEN') is a Company, incorporated under the Companies Act, 1956 having its Registered Office presently

at South India House, No.73, Armenian Street, Chennai 600 001. The present Issued, Subscribed and Paid Up Equity Share Capital of SICAGEN is Rs.5,00,000/- (Rupees Five Lacs only) consisting of 50,000 Equity Shares of Rs.10/- each. The entire Paid Up Share Capital of SICAGEN is held by SICAL and it's nominees. Consequently SICAGEN is a wholly owned subsidiary of SICAL.

- 1.3 SICAGEN was incorporated for the purpose of carrying on the business of the TRANSFERRED UNDERTAKING of SICAL, upon the demerger taking effect.
- 1.4 This Scheme of Arrangement (hereinafter referred to as the 'Scheme') provides for the transfer of the TRANSFERRED UNDERTAKING including all divisions therein, to SICAGEN pursuant to Sections 391 to 394 and other relevant provisions of the Act and in the manner provided for in this Scheme.
- 1.5 The rationale behind the Scheme is as follows :
  - a. SICAL today has various undertakings operating all over India. SICAL has been diversifying it's businesses by branching out into new areas of operation. In the last few years, and by reason of the changing face of business in India with the entry of large multinationals, it is essential for Companies to focus on specialized areas of operation in order to compete effectively. It is therefore felt necessary for SICAL to retain focus on it's logistics business and to hive off it's non-logistics business as this would enable both entities to concentrate and grow in their respective fields.
  - b. Both SICAL and SICAGEN would by this process be better equipped to handle their respective businesses more efficiently and economically.
  - c. The arrangement would enable appropriate consolidation and restructuring of operations of SICAL with reduction in costs and better utilization of the available resources.
  - d. The arrangement will strengthen and facilitate the position of SICAL and SICAGEN for international tie-up with entities, who have expertise in the respective fields.
- 1.6 This Scheme of Arrangement is divided into the following Parts :
  - a. Part I – Which deals with the Definitions and Share Capital of SICAL and SICAGEN.
  - b. Part II - Which deals with the Transfer of TRANSFERRED UNDERTAKING (as defined hereinafter) of SICAL to SICAGEN.
  - c. Part III – Which deals with the REMAINING UNDERTAKING (as defined hereinafter) to continue with SICAL.
  - d. Part IV – Which deals with the issue of shares.
  - e. Part V – Which deals with the Accounting Treatment.
  - f. Part VI - Which deals with the general terms and conditions applicable to this Scheme of Arrangement.

## PART I

### 2.1 DEFINITIONS

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

- a. 'The Act' means The Companies Act, 1956 or any statutory modification or re-enactment thereof.
- b. 'Appointed Date' means the opening of business on the 1<sup>st</sup> day of October 2006.
- c. 'Book Values' shall mean the values of the respective assets and liabilities of the TRANSFERRED UNDERTAKING, as appearing in the books of accounts of SICAL as on the close of business on 30<sup>th</sup> September 2006.
- d. 'Court' or 'High Court' shall mean the High Court of Judicature at Madras and shall include the National Company Law Tribunal, if applicable.
- e. 'Effective Date' means the last of the dates specified in Clause 7.5 for the purpose of achieving the effectiveness of the provisions of this Scheme.
- f. 'REMAINING UNDERTAKING' means the following undertakings of SICAL :
  - a. Logistics Undertaking consisting of the following divisions :
    - i. Inland Logistics.
    - ii. Bulk Logistics.
    - iii. Container Logistics.
    - iv. Offshore Logistics.
  - b. Manufacturing Undertaking consisting of the following divisions :
    - i. Manufacture of Refractories.
    - ii. Manufacture of automotive electrical components.
    - iii. Manufacture of flexible shafts and drums.
    - iv. Manufacture of speciality chemicals.
    - v. Manufacture of bio-pesticides.

and includes -

- i. the entire business and all the immovable properties, movable assets, lease and hire purchase contracts, lending contracts, revisions, powers, authorities, allotments, approvals, consents, licenses, registrations, contracts, engagements, arrangements, tax credit balances, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the REMAINING UNDERTAKING, including but without being limited to industrial rights of any nature whatsoever, liberties, patents, trade marks, designs, copyrights, import licenses, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, telexes, facsimile connections, land installations, utilities, electricity and other services, reserves, provisions,

funds, benefits of all agreements and all other interests [hereinafter collectively referred to as 'the said assets'].

- ii. All liabilities, actual and contingent, including liabilities accruing after the Appointed Date and relating to the period prior to the Appointed Date, both specific and non-specific, inclusive of statutory liabilities, taxes, duties, levies, term loans and bank borrowings and provisions, duties and obligations specifically contracted for or incurred in the ordinary course of business with respect to the REMAINING UNDERTAKING.
- iii. All permanent employees engaged in the business activities of the REMAINING UNDERTAKING.
- iv. All Intellectual Property rights, books, records and requisite documents pertaining to the business activities of the REMAINING UNDERTAKING.

'TRANSFERRED UNDERTAKING' means the following undertakings of SICAL :

- a. Trading Undertaking consisting of the following divisions :

- i. Trading in building materials.
- ii. Vehicle sales.

- b. Services Undertaking consisting of the following divisions :

- i. Travel related services.
- ii. Ship building and repairs.
- iii. Governor services.
- iv. Windmill generation.

- c. Coffee Plantation Undertaking

and includes -

- i. the entire business and all the immovable properties, movable assets , lease and hire purchase contracts, lending contracts, revisions, powers, authorities, allotments, approvals, consents, licenses, registrations, contracts, engagements, arrangements, tax credit balances, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the TRANSFERRED UNDERTAKING, including but without being limited to industrial rights of any nature whatsoever, liberties, patents, trade marks, designs, copyrights, import licenses, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, telexes, facsimile connections, land installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements and all other interests [hereinafter collectively referred to as 'the said assets'].
- ii. All liabilities, actual and contingent, including liabilities accruing after the Appointed Date and relating to the period prior to the Appointed Date, both specific and non-specific, inclusive of statutory liabilities, taxes, duties, levies, term loans and bank borrowings and provisions, duties and obligations

specifically contracted for or incurred in the ordinary course of business with respect to the TRANSFERRED UNDERTAKING.

- iii. All permanent employees engaged in the business activities of the TRANSFERRED UNDERTAKING.
- iv. All Intellectual Property rights, books, records and requisite documents pertaining to the business activities of the TRANSFERRED UNDERTAKING.
- g. 'Record Date' means the date determined by the Board of Directors of both SICAL and SICAGEN after the effective date and after due notice of such date been given to the shareholders of SICAL in the manner provided for service of notice under the Companies Act, 1956.
- h. 'Scheme of Arrangement' or 'This Scheme' or 'The Scheme' means this Scheme of Arrangement in its present form or with any modification made as provided in the Scheme.
- i. 'SICAGEN' means Sicagen India Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office presently at South India House, No.73, Armenian Street, Chennai 600 001.
- j. 'SICAL' means Sical Logistics Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office presently at Adyar House, Chennai 600 085.

## 2.2 SHARE CAPITAL.

- A. The Authorised, Issued and Paid-up Capital of SICAL as on 30.09.2006 is as under :

<b>Authorised Capital</b>	
5,00,00,000 Equity Shares of Rs.10/- each	Rs. 50,00,00,000/-
15,00,00,000 Preference Shares of Rs.10/- each	Rs.150,00,00,000/-
<b>Issued Capital</b>	
3,02,12,022 Equity Shares of Rs.10/- each	Rs. 30,21,20,220/-
Nil Preference Shares of Rs.10/- each	Nil
<b>Subscribed Capital</b>	
3,02,07,782 Equity Shares of Rs.10/- each	Rs. 30,20,77,820/-
Nil Preference Shares of Rs.10/- each	Nil
<b>Paid Up Capital</b>	
3,01,71,684 Equity Shares of Rs.10/- each	Rs. 30,17,16,840/-

- B. The Authorised, Issued and Paid-up Capital of SICAGEN as on 30.09.2006 is as under :

<b>Authorised Capital</b>	
10,00,000 Equity Shares of Rs.10/- each	Rs.1,00,00,000/-
<b>Issued, Subscribed and Paid Up Capital</b>	
50,000 Equity Shares of Rs.10/- each	Rs. 5,00,000/-

## PART II

### TRANSFER OF TRANSFERRED UNDERTAKING OF SICAL TO SICAGEN

- 3.1 Upon the Scheme coming into effect and with effect from the Appointed Date, the 'TRANSFERRED UNDERTAKING' of SICAL shall pursuant to Sections 391 to 394 of the Act and without any further act or deed be and shall stand transferred to and vested in or be deemed to have been transferred to and vested in SICAGEN on a going concern basis, subject however to all charges, liens, lispensens, mortgages and encumbrances, if any, affecting the same or any part thereof.
- 3.2 Upon transfer of the TRANSFERRED UNDERTAKING to SICAGEN taking place as provided for herein, SICAGEN undertakes to engage all the permanent employees engaged in the business activities of the TRANSFERRED UNDERTAKING on the same terms and conditions on which they were engaged by SICAL without any interruption of service as a result of the transfer.
- 3.3 SICAGEN agrees that the services of all such employees with the TRANSFERRED UNDERTAKING prior to the transfer to SICAGEN shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.
- 3.4 SICAL shall transfer the outstanding balances in respect of employees transferred to SICAGEN as per this Scheme in the Provident Fund Trust and Superannuation Fund Trust to the Trust to be incorporated by SICAGEN for Provident Fund and Superannuation for its employees.
- 3.5 SICAGEN shall discharge the liability (if any) of Provident Fund in respect of all employees taken over by it under this Scheme as and when the same shall become due and payable. SICAGEN shall be liable to effect payments in respect of any gratuity liability in respect of such employees taken over by SICAGEN, as and when the same become due and payable.
- 3.6 Upon the Scheme coming into effect, all legal or other proceedings by or against the TRANSFERRED UNDERTAKING shall be continued and enforced by or against SICAGEN only. If after the Effective Date any fresh proceedings are commenced relating to the TRANSFERRED UNDERTAKING, SICAGEN shall defend such proceedings at its own cost on notice from SICAL and keep SICAL indemnified from and against all liabilities, obligations, actions, claims and demands in respect thereof.
- 3.7 With effect from the Appointed Date and upto and including the Date on which this Scheme becomes operative:
  - a. SICAL undertakes to carry on the business of the TRANSFERRED UNDERTAKING in the ordinary course of business and the business and activities of the TRANSFERRED UNDERTAKING shall be deemed to have been carried on for and on account of and in trust for SICAGEN.
  - b. All profits accruing to the TRANSFERRED UNDERTAKING or losses arising or incurred by it for the period falling on and after the Appointed Date shall, for all purposes, be treated as the profits or losses, as the case may be of SICAGEN and SICAL undertakes not to utilize the profits, if any for the purpose of declaring

or paying any dividend in respect of the period falling on and after the Appointed Date.

- c. SICAL shall be deemed to have held and stood possessed of the TRANSFERRED UNDERTAKING for and on account of SICAGEN and accordingly, SICAL shall not (without the prior written consent of SICAGEN) alienate, charge or otherwise deal with or dispose off the whole or any part of the TRANSFERRED UNDERTAKING except in the usual course of business or in accordance with the provisions contained in clause 7.1 of this Scheme.
  - d. All assets or properties acquired by SICAL for and on account of SICAGEN shall become the assets and properties of SICAGEN at the cost incurred as on the date of acquisition by SICAL.
  - e. Where any of the liabilities and obligations of SICAGEN on or after the Effective Date have been discharged by SICAL in so far as it relates to the TRANSFERRED UNDERTAKING, such discharge shall be deemed to have been for and on account of SICAGEN.
  - f. SICAL hereby undertakes that it shall from the Appointed Date and upto and including the Effective Date preserve the TRANSFERRED UNDERTAKING with diligence, prudence and commercial expediency and shall not enter into any contract or arrangement having a material bearing on SICAGEN without the prior consent of SICAGEN.
- 3.8 The transfer and vesting of the assets and liabilities and obligations of the TRANSFERRED UNDERTAKING under this Scheme and the continuance of the proceedings by or against SICAGEN shall not affect any transaction or proceeding already completed by SICAL with respect to the TRANSFERRED UNDERTAKING on and after the appointed Date and prior to the Effective Date, to the end and intent that SICAGEN accepts all acts, deeds and things done and executed by and/or on behalf of TRANSFERRED UNDERTAKING, which shall vest in SICAGEN in terms of this Scheme of Arrangement as acts, deeds and things made, done and executed by and on behalf of SICAGEN.
- 3.9 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the TRANSFERRED UNDERTAKING to which SICAL is a party subsisting or having effect immediately before this Scheme becomes effective shall remain in full force and effect against or in favour of SICAGEN and may be enforced as fully and effectually as if SICAGEN had been a party or beneficiary or obligee thereto instead of SICAL.
- 3.10 Upon this Scheme becoming effective SICAGEN shall be entitled to realize all monies and enforce all pending contracts and transactions in respect of the TRANSFERRED UNDERTAKING.

### **PART III**

#### **REMAINING UNDERTAKING TO CONTINUE WITH SICAL**

- 4.1 The REMAINING UNDERTAKING and all the assets, liabilities and obligations pertaining thereto including without limitation the immovable properties belonging to SICAL, shall continue to belong to and be vested in and be managed by SICAL.

- 4.2 All legal, taxation or other proceedings whether civil or criminal (including proceedings before any statutory or quasi-judicial authority or tribunal) by or against SICAL under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the REMAINING UNDERTAKING (including those relating to any property, right, power, liability, obligation or duties of SICAL in respect of the REMAINING UNDERTAKING) shall be continued and continue to be enforced by or against SICAL after the Effective Date. SICAGEN shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against SICAL, which relate to the REMAINING UNDERTAKING.
- 4.3 If proceedings are taken against SICAGEN in respect of the matters referred to in sub Clause 4.2 above, SICAGEN shall defend the same in accordance with the advice of SICAL and at the cost of the SICAL and the latter shall reimburse immediately the same and indemnify SICAGEN against all liabilities and obligations incurred by SICAGEN in respect thereof.
- 4.4 With effect from the Appointed Date and up to and including the Effective Date :
- a. SICAL shall carry on and shall be deemed to have been carrying on all business and other related activities relating to the REMAINING UNDERTAKING for and on its own behalf;
  - b. All profits accruing to SICAL thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the REMAINING UNDERTAKING shall, for all purposes, be treated as the profits or losses, as the case may be, of SICAL and
  - c. All assets and properties acquired by SICAL in relation to the REMAINING UNDERTAKING on and after the Appointed Date shall belong to and continue to remain vested in SICAL.

## **PART IV**

### **ISSUE OF SHARES**

- 5.1 Upon the Scheme becoming effective and in consideration of the transfer and vesting of the TRANSFERRED UNDERTAKING in SICAGEN pursuant to this Scheme, SICAGEN shall, without any further act or deed, issue and allot to each member of SICAL whose name is recorded in the Register of Members of SICAL on the Record Date, 1 (One) equity share in SICAGEN of the face value of Rs.10/- (Rupees ten) each at a premium of Rs.74.50 (Rupees Seventy Four and Paise Fifty Only) per share, credited as fully paid up for every 1 (One) equity share of Rs.10/- (Rupees ten) each held by such member in SICAL and credited as fully paid up. Notwithstanding the above, the holders of equity shares in SICAL at any time after the Appointed Date as a result of the conversion of existing FCCB's issued by SICAL, into shares and irrespective of whether such conversion takes place before or after the Record Date, shall be entitled to be issued and allotted equity shares in SICAGEN in the ratio and at the premium mentioned in this Clause, subject to the provisions contained in the Offer Document/ Trust Deed relating to the issuance of such FCCB's.

- 5.2 Pending approval and implementation of the Scheme, SICAL is permitted to offer and issue Equity Shares, Convertible Bonds or Debentures, Preference Shares, Share Warrants or Other Securities, which may or may not be convertible into equity shares at such prices as may be determined in accordance with the applicable rules and regulations in this regard to Members, Debenture Holders, employees, Non Resident Indians, Overseas Corporate Bodies, Foreign Institutional Investors, Companies or other persons or entities, whether Indian or Foreign, as the Board of Directors of SICAL think deem fit whether through a public issue, private placement, exchange, or conversion of loans or otherwise. All such shareholders holding equity shares in SICAL on the Record Date shall be entitled to be issued and allotted equity shares in SICAGEN, in accordance with Clause 5.1 above.
- 5.3 The new Equity Shares of SICAGEN shall rank for dividend, voting rights and in all other respects pari passu with the existing Equity Shares of SICAGEN as on the date of allotment.
- 5.4 The Equity Shares of SICAGEN allotted under this Scheme as above shall also be listed in all the Stock Exchanges in which, the Equity Shares of SICAL are listed as on the date of allotment, subject to compliance with necessary statutory and regulatory requirements as well as the formalities of the stock exchanges.
- 5.5 The Shares allotted pursuant to the present Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock Exchange.

## **PART V**

### **ACCOUNTING TREATMENT**

#### **6.1 ACCOUNTING TREATMENT IN THE BOOKS OF SICAL**

- 6.1.1 The assets and liabilities of the TRANSFERRED UNDERTAKING as on the close of business as on 30<sup>th</sup> September 2006 shall be transferred to SICAGEN at the values appearing in the books of accounts of SICAL as on the aforesaid date. For the purposes of this Clause, SICAL shall cause their statutory auditors to duly furnish to SICAGEN, a certificate reflecting the aforesaid values.
- 6.1.2 The difference in the net book value, that is the difference between the book value of assets and the book value of liabilities of the TRANSFERRED UNDERTAKING which are being transferred to SICAGEN pursuant to this Scheme, shall be adjusted against the balance of the Share Premium Account of SICAL as on the Effective Date and the Share Premium Account of SICAL shall stand reduced to that extent.
- 6.1.3 The reduction if any, in the Share Premium Account of SICAL as above shall be effected as an Integral part of this Scheme in accordance with the provisions of Section 78 and Sections 100 to 103 of the Act and the Order of the High Court sanctioning the Scheme shall be deemed to also be the Order under Section 102 of the Act for the purpose of confirming the reduction in the Share Premium Account. The reduction would not involve either a diminution of liability in respect of unpaid Share Capital or payment of Paid-up Share Capital, and consequently the provisions of Section 101 of the Act shall not be applicable. In the circumstances, SICAL shall be dispensed with from using the words "and reduced" as contemplated in Section 102(3) of the Act.

6.1.4 In case, there is any further difference in the net book value even after adjusting against the Share Premium Account, the same shall be reflected as Goodwill in the books of accounts of SICAL and such Goodwill Account shall be dealt with by the Board of Directors of SICAL either by carrying such amount in the books of accounts of SICAL or by writing off the same in one or more years, as the Board of Directors of SICAL may deem fit.

## **6.2 ACCOUNTING TREATMENT IN THE BOOKS OF SICAGEN**

6.2.1 Upon the coming into effect of the Scheme, SICAGEN shall record the assets and liabilities of the TRANSFERRED UNDERTAKING in its books at the same values as appearing in the books of SICAL as at the close of business on 30<sup>th</sup> September 2006.

6.2.2 SICAGEN shall credit the Share Capital Account in its books of account with the aggregate value of the new Equity Shares being issued to the shareholders of SICAL pursuant to this Scheme.

6.2.3 The shares issued by SICAGEN under this Scheme being issued at a premium of Rs.74.50 (Rupees Seventy Four and Paise Fifty Only) per share, SICAGEN shall accordingly credit the Share Premium Account in its books of accounts with the aggregate value of all the equity shares issued to the shareholders of SICAL.

6.2.4 The excess or deficit, if any, between the net book value of the TRANSFERRED UNDERTAKING, that is the excess of the book value of the assets over the book value of the liabilities including the Share Capital issued to the shareholders of SICAL pursuant to this Scheme including shares issued at any time after the Record Date as a result of the conversion of FCCB's into shares, as provided for in Clause 5.1 above and the Share Premium created as provided for in this Scheme, shall be treated as Goodwill or Capital Reserve, as the case may be as and when such shares are issued by SICAGEN. In the event of Goodwill being created as provided for in this Clause, the same shall be dealt with by the Board of Directors of SICAGEN either by carrying such amount in the books of accounts of SICAGEN or writing off the same in one or more years, as the Board of Directors of SICAGEN may deem fit.

## **PART VI**

### **GENERAL TERMS AND CONDITIONS**

7.1 Pending sanction of the Scheme, the Board of Directors of SICAL may, on such terms and conditions, as they may deem fit and after complying with the necessary requirements of law, sell, transfer, encumber or otherwise dispose off or enter into an agreement or arrangement in respect of any of the assets or divisions of the Remaining or Transferred Undertaking to such person or persons as they deem fit. Notwithstanding the above, any such transaction in respect of any assets or divisions of the TRANSFERRED UNDERTAKING can be undertaken by SICAL only with the written consent of the Board of Directors of SICAGEN and on the condition that any consideration received by SICAL as a result of the transaction shall be to the account of SICAGEN and shall be passed on to SICAGEN on the coming into effect of the Scheme.

7.2 Any liability accruing to SICAL towards any taxes and levies including without limitation, income tax, sales tax and wealth tax, on or after the Appointed Date but relating to a period prior to the Appointed Date, or a liability accruing to SICAL either before or after the Appointed Date, in respect of a corporate guarantee provided by

SICAL prior to the Appointed Date, shall be borne by SICAL. Likewise all liabilities accruing to SICAGEN in respect of Transferred Undertaking on or after the Appointed Date and relating to a period which is on or after the Appointed Date, shall be borne by SICAGEN.

- 7.3 SICAL and SICAGEN shall with all reasonable dispatch make and file all necessary applications and Petitions before the Hon'ble High Court of Judicature at Madras for the purpose of obtaining the sanction to this Scheme of Arrangement under Sections 391 to 394 of the Act and each of them shall apply for all necessary approvals as may be required under law.
- 7.4 SICAL and SICAGEN (through their respective Board of Directors) in their full and absolute discretion, may assent to any alteration or modification to this Scheme which the Court and/or any other Authority may deem fit to approve or impose and may further give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme or in any manner connected therewith.
- 7.5 The Scheme is conditional upon and subject to the following :
- a. The Scheme being approved by the respective requisite majorities of the members of SICAL and SICAGEN and it being sanctioned by the Hon'ble High Court of Judicature at Madras and/or the National Company Law Tribunal.
  - b. Permission being obtained from the Hon'ble High Court of Judicature at Madras in the pending proceedings, for the transfer of the shares held by SICAL in South India House Investments Ltd., which shares form part of the Transferred Undertaking. In the event of the High Court imposing any conditions on SICAL in relation to such transfer, SICAGEN shall, if so required, co-operate with SICAL in complying with such conditions.
  - c. In the event of the Shares referred to in Clause (b) above, or any other Asset of the Transferred Undertaking requiring the approval, permission or consent of the High Court or any other Court or authority for being transferred to SICAGEN and such approval, permission or consent has not been received at the time of sanction of the Scheme as provided for in Clause (a) above, the Scheme shall nevertheless be given effect to in all other respects, save and except such Shares or asset(s) for which the approval, permission or consent remains to be obtained.
  - d. All other sanctions and approvals, if any required for implementing the scheme.
  - e. The certified copy of the orders of the High Court being filed with the Registrar of Companies by SICAL and SICAGEN.
- 7.6 All costs, charges, and expenses incurred in carrying out and implementing the terms and provisions of this Scheme and incidental thereto including those incurred during negotiations leading to the scheme shall be borne by SICAL.

WITNESS, The Hon'ble Thiru. AJIT PRAKASH SHAH, The Chief Justice of Madras High Court, aforesaid this the 20<sup>th</sup> day of December, 2007.

Sd/- V.Sekar

DEPUTY REGISTRAR (O.S)

/ Certified to be true copy /

Dated this the 26<sup>th</sup> day of December 2007.

COURT OFFICER.