
MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

J. B. CHEMICALS &

PHARMACEUTICALS LTD.

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No A 19380/TA

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME.

In the office of the Registrar of Companies, Maharashtra,
Bombay.

In the matter of * J. B. MODY CHEMICALS & PHARMACEUTICALS LIMITED

I hereby approve and signify in writing under section
21 of the Companies Act 1956 (Act I of 1956) read with
the Government of India, Department of Company Affairs
Notification no. G.S.R. 507E dated the 24th June 1985
the change of name of the company from J.B.MODY CHEMICALS &
PHARMACEUTICALS LIMITED. to J.B.CHEMICALS & PHARMACEUTICALS
LIMITED.

and

I hereby certify that J. B. MODY CHEMICALS & PHARMACEUTICAL
LIMITED. ~~PREVIOUSLY~~ which was originally incorporated

on EIGHTEENTH day of DECEMBER 1976 under the **

COMPANIES Act 1956

and under the name J.B.MODY CHEMICALS & PHARMACEUTICALS LIMITED.

~~COMPANY~~ having duly passed the necessary resolution
in terms of section 21/22 (1)(a)/22(1)(b) of the Companies
Act 1956 the name of the said company is this day
changed to J.B.CHEMICALS & PHARMACEUTICALS LIMITED. ~~XXXXXXXX~~
and this certificate is issued pursuant to section 23(1)
of the said Act.

Given under my hand at BOMBAY this TWENTY FIRST
day of AUGUST 1985 One Thousand Nine Hundred
and Eighty Five



(V.GOVINDAN)

REGISTRAR OF COMPANIES
MAHARASHTRA, BOMBAY

Note : 1. * 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.

No. 19380



कारबार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business

कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में
Pursuant of Section 149 (3) of the Companies Act, 1956

मैं, एतद्वारा प्रमाणित करता हूँ कि

जो कम्पनी अधिनियम, 1956 के अधीन तारीख को निर्गमित की गई थी और जिसने आज विहित प्रारूप में सम्यक् रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149(1) (क) से लेकर (घ) तक/149(2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की हकदार है।

I hereby certify that the J.B. MODY CHEMICALS & PHARMACEUTICALS LIMITED

which was incorporated under the Companies Act, 1956, on the EIGHTEENTH day of DECEMBER, 1976, and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (c) of the said Act, have been complied with is entitled to commence business.

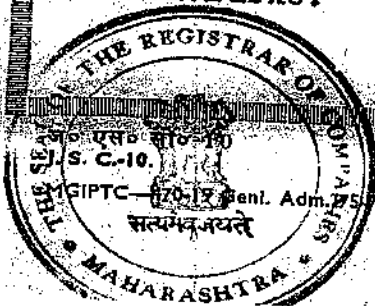
मेरे हस्ताक्षर से यह तारीख

म दिया गया।

को

Given under my hand at BOMBAY
this EIGHTH day of OCTOBER One thousand nine hundred
and EIGHTYTWO.

(V. GOVINDAN)
कम्पनियों का रजिस्ट्रार
Registrar of Companies





CERTIFICATE OF INCORPORATION

No. 19380 1976-77

I hereby certify that J. B. MODY CHEMICALS AND
PHARMACEUTICALS LIMITED.

Is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is Limited.

Given under my hand at BOMBAY

this EIGHTEENTH day of DECEMBER

One thousand nine hundred and SEVENTY SIX.




(D. J. Biswas)
Registrar of Companies,
Maharashtra.

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

J.B. CHEMICALS AND PHARMACEUTICALS LIMITED

- I. The name of the Company is J.B. CHEMICALS AND PHARMACEUTICALS LIMITED.
- II. The registered office of the Company will be situated in the State of Maharashtra.
- III. The Objects for which the Company is established are:-
 - A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:
 1. To carry on the business as manufactures refiners, importers, exporters, buyers sellers agents and dealers in all types of pharmaceuticals Bulk Drugs and formulations, chemicals including organic, in organic, industrial, heavy, fine, laboratory and basic chemicals, petro-chemicals, photographic chemicals, chemical substances, basic intermediates, medicines, pharmaceutical drugs.
 2. To carry on the business of manufacturing and processing of and dealers in chemicals, chemical compounds, chemical products, wholesale and retail chemists and druggists, chemical engineers, analytical chemicals, importers, exporters, manufacturer of and dealers in heavy chemicals, fine chemicals, light and medium chemicals, organic and inorganic chemicals, dyes, pharmaceuticals, agricultural chemicals, acids, alkalis, petro-chemicals, chemical compounds and elements, drugs medicines, antibiotics, tan-in, tan-in extracts, essences, solvents, cellophane, insecticides, fungicides, deoder, deoderants as well as bio-chemical, pharmaceutical, medicinal, magnesium compounds, bromine, carbonates, silicates, ferric oxide, sapicylic acid and other organic or inorganic compounds;
 3. To carry on the manufacture and sale of medicines and preparations, buyers and sellers of and dealers.
 - *4. To manufacture, buy, sell, import, export and otherwise deal in food products, products classified as food products under any law or otherwise, medical devices, apparatus, equipment and accessories of every description and over-the-counter consumer products, health products and nutraceutical products of every description and products falling under ayurvedic, unani, siddha and homoeopathy stream of medicine.
 - B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:
 5. To distill, rectify, refine manufacture and deal in essences and essential oils, natural and synthetic perfumes and all articles used in perfumery, natural and articles used by confectioners, distillers and aerated and mineral water manufacturers and manufacturers of artificial waters and other beverages;

*Inserted vide special resolution passed by the members of the Company at the 42nd Annual General Meeting held on September 4, 2018.

6. To Manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, receptacles, substances, materials and things necessary or convenient for carrying on any of the above business or proceedings or usually dealt in by persons engaged in the like business or proceedings;
7. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops for scientific and technical research and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing for the remunerations of scientific or technical professors or teachers and by providing for the award of exhibition, scholarship, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigation, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorized to carry on;
8. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purpose of this Company;
9. To take, or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company;
10. To acquire any such shares, stocks, debentures, debenture stock, bonds, units, obligations or securities by original subscription, participation in syndicates, tenders, purchase exchange or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof;
11. To give guarantees and carry on and transact every kind of guarantee and counter guarantee business and in particular the payment of any principal moneys, interest or other moneys secured by or payable under any debentures, bonds, debenture stocks, mortgages, charges, contracts, obligations and securities and the payment of dividends on and the repayment of the capital of stocks and shares of all kinds and descriptions;
12. To subscribe for conditionally or unconditionally, stocks, shares and securities of any other company;
13. To receive money on deposit loan or otherwise upon such terms as the Company may approve and to give guarantees and indemnities in respect of the debts and contracts of others;
14. To erect, construct, enlarge, alter, maintain, buildings, works and structures of every kind necessary and convenient for the Company's business;
15. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, abandon, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the company;
16. To sell and mortgage and otherwise in any other manner deal with or dispose of the property assets or undertaking of the Company or any part thereof for such

consideration as the Company may think fit and in particular for shares, stocks, debentures and other securities of any other company whether or not having altogether or in part similar to those of the Company;

17. To search for and to purchase or otherwise acquire from any Government, State or Authority and licences, concessions, grants, decrees, rights, powers and privileges which may seem to the Company capable of being turned to account and to work, develop, carry out, exercise and to turn to account the same;
18. To purchase, or otherwise acquire, protect, prolong and renew any patents, rights, brevets d'inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licences or privileges in respect of the same;
19. To aid pecuniarily or otherwise, any association body or movement having for object the solution, settlement or surmounting of industrial or labour problems or troubles on the promotion of industry or trade;
20. To provide for the welfare of employees (which term includes directors) or ex-employees (which includes ex-directors) of the Company and the wives, widows, families or dependents of such persons by building or contributing to the building of houses, dwellings or chawls or by grants, of money, pensions, allowances, gratuities bonus or other payments or by creating and from time to time subscribing or contributing to provident and other funds, institutions and trust and by providing and subscribing or contributing towards of places of instruction and recreation, educational, hospitals and dispensaries, medical and other attendants and assistance as the Company shall think fit;
21. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or any other useful objects or purposes;
22. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment of service of the Company or of any company which is subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time directors or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependents of any person, and also to establish and subsidies and subscribe to any institutions, associations, clubs or funds, calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid and make payments to or towards the insurance of any such person as aforesaid and do any matters aforesaid either alone or in conjunction with any such other company as aforesaid;
23. To subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company;
24. To acquire and undertake all or any part of the business property and liabilities of any person or company carrying on or proposing to carry on business which the Company is authorised to carry on or be possessed of property suitable for the purpose of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the

Company and to subsidize or assist any such person or company financially or otherwise and in particular by subscribing for shares, stock, debentures, debenture-stock or other securities of such Company;

25. To amalgamate, with any Company, enter into partnership or into any arrangements for sharing or pooling of profits, amalgamation, union of interest, co-operation, joint ventures, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being varied on or conducted so as directly or indirectly to benefit the Company;
26. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations instruments and securities of any company or any authority, supreme, municipal, local or otherwise or of any person whosoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations;
27. To lend and advance money or give credit to such person or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligations and the payment of money or any such persons or companies and generally to give guarantees and indemnities;
28. To procure the Company to be registered or recognized in any foreign country or place;
29. To pay all the costs, charges and expenses of any incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any undertaking or other commissions, brokers, fees and other charges and to remunerate by cash or allotment of fully or partly paid shares to any person, firm or company for services rendered or to be rendered in introducing any property or business or in placing or assisting to place shares, debentures, debenture-stocks or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business or for any other reason which the Company may think proper;
30. To analyse and propose solutions of specific problems encountered in the planning and management of industrial undertaking and related economic undertaking of all kinds;
31. To borrow or raise or secure the payment of money, or to receive money or deposit at interest for any of the purposes of the Company and at such time or times and in such manner thought fit and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture-stock convertible into shares of this Company or any other company or perpetual annuities and as securities for any such money borrowed, raised or received or of any such debenture-stock convertible into shares of this Company or any other company or perpetual annuities and as securities for any such money borrowed, raised or received or of any such debentures-stock issued to mortgage, pledge or charge the whole or any part of the property, assets or Revenue and profits of the Company, present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase redeem or pay off any such securities and also by similar mortgage, charge or lien to secure and guarantee the performance by the

Company or any other person or company as the case may be provided that the Company shall not carry on business of banking as defined by the Banking Regulation Act, 1949;

32. To invest moneys not immediately required of the Company in and subscribe for take, acquire and hold shares, stocks, debentures or securities of any other company or corporation whatsoever and wheresoever and to invest moneys of the Company on any other securities and in any other manner including the purchase of any book or other debts;
33. To pay or satisfy the consideration of any property, rights, shares, securities or assets whatsoever which the Company is authorized to purchase or otherwise acquire, either by payment in cash or by the issue of shares or other securities of the Company or in such other manner as the Company may agree or partly in one mode and partly in another or others;
34. To apply for promote and obtain any Act of Parliament or legislature, charter, privilege, concession, licence or authorization of any government, state or municipality, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry on any of the objects into effect or for extending any of the powers of the Company for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;
35. To enter into any arrangements with any Government or authorities, supreme, municipal, local or otherwise or any person or company that may seem conducive to the objects of the Company or any of them and to obtain from any such government, authority, person or company, any right, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out exercise and comply therewith;
36. To create any depreciation, fund, reserve fund, sinking fund, insurance fund or any special or other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption. Debentures or redeemable Preference Shares or for any other purpose whatsoever conducive to the interest of the Company;
37. To place, reserve or distribute as bonus shares among the members or otherwise to apply any moneys received by way of premium on shares or debentures issued at a premium by the Company or any moneys received in respect of dividends accrued on, or arising from the sale of forfeited shares.
38. To establish, provide, maintain and conduct or otherwise subsidies, assist research laboratories and experimental workshops for scientific and technical research and experiments, to undertake and carry on with all scientific and technical researches equipments and tests of all kinds and to promote studies and research both scientific and technical investigations and invention by providing for the remuneration of scientific or technical Professors or teachers and by providing for awards at exhibition, scholarships prizes and grants to students or otherwise and generally to encourage promote and reward studies researches inventions experiments tests and inventions of any kind that may be considered likely to assist any kind of business which the Company is authorized to carry on;
39. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing

of, subscribe for or otherwise acquire all or any part of shares, business capable of being conducted so as directly or indirectly to benefit the Company;

40. To pay for any property rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise;
41. To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company;
42. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal in cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, letters of credit, railway receipts, warrants and all other negotiable or transferable instruments;
43. To open account or accounts with any firm or company or with any Bank or Bankers of shroffs and to pay into and to withdraw money from such account or accounts;
44. To apply for, tender purchase or otherwise acquire any contracts sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out, dispose of or otherwise turn of account the same;
45. To buy, sell, refine manipulate import and deal with whole-sale and retail, in commodities, substances, apparatus, machinery, material and articles and things of all kinds capable of being used or which can conveniently be dealt in by the Company in connection with any of its objects;
46. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights;
47. To apply for and take out, purchase or otherwise acquire any patents, patent rights or inventions, copyright or secret processes which may be useful for the Company's objects and to grant licences to use the same;
48. To adopt such means of making known the products and the business of the company as may seem expedient and in particular, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and condition;
49. To procure the incorporation, registration or other recognition of the Company in any country, state or place outside India and to establish and maintain local registers and branch place of business in any part of the world;
50. Subject to the Companies Act 1956 to distribute any of the property of the Company amongst the members in specie or kind.

C. OTHER OBJECTS:

51. To carry on business of every kind and to act as merchants, traders, commission or other agents or in any other capacity whatsoever in India or in any part of the world, to carry on the business of providing services of every kind and to import, export, buy, sell, exchange, pledge make advances upon or otherwise deal in goods produce articles merchandise, service conveniences and amenities of every kind and to transact and carry on all kinds of agency business;

52. To sell or purchase or otherwise deal in any goods, products, articles and things (whether finished, semi-finished or raw materials) whatsoever in our outside India and generally to carry on business as exporters, importer and dealers;
53. To carry on the business of travel and tourist agents and contractors and to plan, draw, prepare, sell, arrange for and execute for tourists and travellers package tours and provide for convenience of all kinds in the way of through tickets, excursions, return tickets, circular tickets by means of any kind whatsoever including automobiles, motor-buses, river boats, sea ferrying vehicles, whether mechanized or otherwise, railways, aeroplanes etc., meals and/or lodging accommodation, sight seeing, amusement, recreation, sports, entertainment of all kinds, guides, inquiry bureaus, libraries reading rooms, safe deposit vaults, baggage transportation etc;
54. To act as agents and/or representatives of railways, airlines, hotels, tour operators, transport agencies, shippers, insurance companies, established in India or in any part of the world and whether exclusively or along with others and also to represent, act as agents or carry on behalf of others any business carrying on of which is either incidental or conducive to the business carried on by the Company;
55. To run, manage or let on hire, taxicabs, de-luxe coaches, lorries, cars, trucks, station wagons, aeroplanes, airships, hackney carriages, vessels, farriers boats, and all other vehicles of whatsoever kind propelled by electricity, gas gasoline, compressed air, steam, manual power, mechanized power, oil, crude oil, atomic or other energy or by whatsoever means and one place to another (whether within India or other wise) for the purposes of carrying, conveying, transporting goods, materials produce, machinery, animals, passengers, merchandise, mails and all such things which may be conveniently transported.
56. To act as representatives of manufacturers agents (deb-creders or otherwise and for sales or purchase), dealers, sales, representatives, brokers, stockists or otherwise, for goods of all kinds, both wholesale and retail;
57. To carry on business of processing, Improving finishing, fabricating and preparing for market any material, articles or thing, whatsoever whether finished, semi-finished or raw and either for resale of or on job basis;
58. To acquire and take over receipts formula and full information as to the processing of any raw material and any other semi finished or finished article or thing of any kind or nature whatsoever;
59. To carry on business of packing, repacking and labelling any material, article or thing of any kind whatsoever purchased by the Company for resale or on job basis;
60. To carry on the business as a manufacturers of and dealer in all types of containers, receptacles, boxes, cartons, cases, drums, cages, bines, jars, carboys, tubes, crates, packing cases, cans, bottles, vials and fittings therefrom of every kind and to manufacture and deal in plastic, bakelite, celluloid, glass, wood, plywood, hard-board, straw-board and boards of all other descriptions and any other material whether chemically treated or not which can be used as packing material;
61. To manufacture, produce, import, export, buy, sell and deal in lotions, extracts, oils, soaps, cosmetics, creams, unguents, pomades, powders, preparations for the teeth and hair, rouge, paints, sachets, toilet requisites and preparations, salts and perfumery goods of all kinds and descriptions and other commodities, articles and

things of an analgous description character or use;

62. To carry on business as manufacturers, Importers and exporters of and dealers (as agents or otherwise) in dyes, dyestuffs, dyeware, textile auxiliary products, colours, paints, pigments, compounds, yarnishes, plastics and plastic goods, synthetic resins, disinfectants, fertilizers, salts insecticides, pesticides, germicides, vermifuges, acids, alkalis, isinglass, glues, gums, polish and compositions and medicinal, industrial, surgical, hospital and laboratory furniture, equipment and apparatus and other preparations compound substances, apparatus and articles as also all proprietary preparations and articles of all kinds intended for or capable of being used in or in connection with any such business as aforesaid;
63. To carry on business as chemical engineers, sterilizers, dyers, cleaners, makers of chemical plant and materials, laboratory proprietors, metallurgists, engineers and metal and wood-workers electroplaters and general storekeepers and merchants;
64. To buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus and things required by any customers of or persons having dealings with the Company either by wholesale or retail;
65. To carry on business of exporters, importers and general merchants, traders, commission agents and manufacturers, distributors, concessionaires and agents in any goods articles commodities or classes of goods, articles or commodities whatsoever;
66. To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of, or render profitable any of the Company's property or rights for the time being;
67. To carry on the business as dyers, bleachers and calico printers, in a dyehouse or a textile mill and as wholesale or retail chemists, druggist, analytical or pharmaceutical chemists and as manufacturers of paints, oils and varnisher and as dealers in dyes and chemicals and as dealers in flavours and perfumery materials and as exporters and importers and to manipulate, prepare for market and otherwise deal in all goods, merchandise, articles, things, wares and manufactures and also other products whastsoever of the Company;
68. To carry on the business as manufacturers of chemicals, distillers, dyemakers and to manufacture and deal in all kinds of dyestuffs, chemicals, auxiliaries etc;
69. To carry on the business of pharmaceutical manufacturing and general chemists and druggists and manufacturers of and dealers in all kinds of toilet requisites, candle makers, manufacturers of perfumes, collectors of flowers and perfume producing vegetation;
70. To carry on the business of manufacturing of and formulation of and dealers in sodium nitrite, sodium nitrate, nitric acid, nitron acid, ammonium nitrate and nitrite and other nitrate of copper, lead, zinc, gold, silver, mercury, nickel, tin, arsenic, lithium and other elements to manufacture and deal in inorganic and organic chemicals and fertilizers of all types, petro-chemicals of all types, explosives industrial and other types of rubber, glass, coal, silicon and phosphorous and electro-chemicals, chemical compounds of elements and elements (gaseous liquids and solids);

71. To carry on the business of an investment company and to buy, underwrite, invest in and acquire and hold shares, stocks, debentures, debenture stock, bonds, units, obligations and securities, issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture-stock bonds, units, obligations and securities issued or guaranteed by any government, state, dominion, sovereign, commissioners public body or authority, supreme, municipal, local or otherwise, firm or person whether in India or elsewhere and to deal with an turn to account the same provided always that no investment imposing unlimited liability shall be made;
72. To manufacture and deal in medical and surgical dressings and appliances patent medicines, chemical and scientific apparatus;
73. To transact or carry on agency business and in particular in relation to the investment of money the sale of property and the collection and receipt of money and to carry on business as importers and exporters;
74. To furtherness of the aforesaid objects of the Company amongst other things:-
 - (a) to enter into negotiations with or enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and persons for obtaining by grant, licences and/or any other terms, formulate and other rights and benefits and to obtain technical and engineering information, assistance and services, know how and expert advice for installation of plant and machinery, production and manufacture of the above products;
 - (b) to pay for technical know how, technical and engineering assistance and information and/or service, rights or privileges acquired by the Company either in shares of the Company of partly in shares and partly in cash or otherwise;
75. To carry on any business or branch of business which this Company is authorized to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for sharing the profits and bearing the losses of any business or branch so carried on or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business;
76. To carry on the business of Hotel, Restaurant, Cafe, Roadside Motel, Holiday Camp, Caravan site and Apartment house keepers, Refreshment Room and Lodging house keepers, Bakers Confectioners, licensed victuallers, wine, beer and spirit merchants, importers and manufacturers of aerated mineral and artificial water and other drinks, purveyors, caterers for the public generally, dairymen, oil merchants, importers and brokers of food, hairdressers, perfumers, chemists, launderers, reading, writing and newspaper room, libraries, grounds and places of amusement, recreation, sport, entertainment and instruction, sight seeing, tours, tour operators, tobacco, cigar and cigarette merchants, to own, build and operate ropeways, minitrains, and motorized boating, to act as agents for railways, airlines and shipping companies and carriers and general agents, manufacturers representatives and other business which can conveniently be carried on in connection therewith;
77. To carry on the business as refreshment contractors, managers, or keepers of restaurants, refreshment room proprietors, refreshment caterers and contract in all its branches, importers of all refreshment and consumable stores and provisions.

AND IT IS HEREBY DECLARED, that the word Company synthetic fruit, essences, flavouring essences, colours and all this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether in India or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except when otherwise expressed in such paragraph be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. The Company shall not carry on any other business which may come under the purview of the Banking Regulation Act, 1949 or the Insurance Act, 1938.

IV. The liability of the members is limited.

V. *"The Authorised share capital of the Company is Rs. 20,30,00,000/- (Rupees twenty crores thirty lakhs only) divided into 20,30,00,000 (Twenty crores thirty lakhs only) equity shares of Re 1/- (Rupee one only) each."

each with the rights, privileges and conditions attaching there to as are provided by the Articles of Association of the Company for the time being, with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, 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 vary, modify or abrogate any such rights, privileges, or conditions in such manner as may be permitted by the Companies Act, 1956 or provided by the Articles of Association of the Company for the time being.

*Inserted vide resolution passed by the members of the Company at the 47th Annual General Meeting held on August 24, 2023.

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.

Name Occupation and the description of the Subscriber	Occupation and Address of the Subscriber	Shares agreed to be subscribed by subscriber	Signature Of the Subscriber	Signature of the witness, the name, address and description
Jyotindra Bhagwanlal Mody Son of Bhagwanlal Mody (Business)	(Business) 7, Avillion, Little Gibbs Rd, Bombay- 6.	40 (Forty) Equity Shares	Sd. J.B. Mody	J. K. Shah
Ansuya Jyotindra Mody Wife of Jyotindra Mody (Business)	- do- (Business)	10 (Ten) Equity Shares	Sd. Ansuya J. Mody	Jitendra Kantilal Shah Son of Kantilal Shah
Dinesh Bhagwanlal Mody Son of Bhagwanlal Mody (Business)	Maheshwar Niketan, Peddar Rd., Bombay- 26. (Business)	40 (Forty) Equity Shares	Sd. D. B. Mody	Chartered Accountant C/o. J. K. SHAH & CO.
Kumud Dineshchandra Mody Wife of Dineshchandra Mody (Business)	- do- (Business)	10 (Ten) Equity Shares	Sd. Kumud D. Mody	16, Palton Road Bombay - 1
Shirish Bhagwanlal Mody Son of Bhagwanlal Mody. (Business)	Kshitij, Flat No. 232 47 Nepensea Rd., Bombay-6. (Business)	40 (Forty) Equity Shares	Sd. S. B. Mody	
Bharati Shirish Mody Wife of Shirish Mody (Business)	- do- (Business)	10 (Ten) Equity Shares	Sd. Bharati S. Mody	
Pallavi Bharat Mehta Wife of Bharat Mehta (Business)	"Guide" Flat No.23, Nepean Sea Rd., Bombay-6. (Business)	10 (Ten) Equity shares	Sd. P.B. Mehta	
TOTAL		160 One hundred Sixty Equity Shares		

Bombay

Dated : 16th day of November, 1976

THE COMPANIES ACT, 2013

Company Limited by Shares
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF
J.B. CHEMICALS & PHARMACEUTICALS LIMITED

I. TABLE "F" EXCLUDED

1. (1) The regulations contained in Table "F" in the First Schedule to the Companies Act, 2013, shall not apply to the Company, except in so far as the same are contained herein or expressly made applicable in these Articles or by the Companies Act, 2013. Table "F" not to apply but Company to be governed by these Articles.
- (2) The regulations for the management of the Company and for the observance by the Members thereof and their representatives shall, subject to exercise of the statutory powers of the Company with reference to the repeal, deletion, substitution, modification or alteration of, or addition to, its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

II. INTERPRETATION

2. (1) In the interpretation of these Articles, unless repugnant to the subject or context :- Interpretation Clause
- (a) "Company" or "this Company" means 'J.B. CHEMICALS & PHARMACEUTICALS LIMITED'. "Company" or "this Company"
- (b) "Act" means the Companies Act, 2013, or any statutory modification or re-enactment thereof for the time being in force or the Companies Act, 1956 to the extent any provision of the Companies Act, 2013 has not been brought into force, and the term shall be deemed to refer to applicable section thereof which is relatable to the relevant Article in which the said term is used in these Articles, so far as may be applicable. "Act"
- (c) "Articles" or "these Articles" means these Articles of Association of the Company for the time being or as altered from time to time. "Articles"
- (d) "Board of Directors" or "Board" means the Board of Directors of the Company or the directors of the Company collectively. "Board of Directors" or "Board"
- (e) "Capital" means the share capital for the time being, raised or authorized to be raised, for the purpose of the Company. "Capital"
- (f) "Chairman" means the Chairman of the Board of Directors for the time being of the Company. "Chairman"

- (g) "Executor" or "Administrator" means a person who has obtained Probate or Letters of Administration, as the case may be, from the Court of competent jurisdiction and shall include the holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the shares or shares of the deceased member and shall also include the holder of a Certificate granted by the Administrator-General under Section 31 of the Administrators-General Act, 1963. "Executor or Administrator"
- (h) "Legal Representative" means a person who in law represents the estate of a deceased Member. "Legal Representative"
- (i) "Registrar" means the Registrar of Companies, Maharashtra or any officer or person authorized under the Act or the Rules to discharge the functions of the Registrar of Companies. "Registrar"
- (j) "Rules" means the rules prescribed under the Act and includes a circular or clarification issued under or for the purposes of the Act. "Rules"
- (k) "Seal" means the Common Seal for the time being of the Company. "Seal"
- (2) Words importing the singular number shall include the plural number and vice versa and words importing masculine gender, where the context admits shall include the feminine and other gender. "Number" and "Gender"
- (3) Unless the context otherwise requires, the words or expressions used in these Articles and defined or explained in the Act or the Rules shall have the same meaning as assigned in the Act or the Rules. Expression in the Articles to bear the same meaning as the Act.
- (4) "In writing" and "written" include printing, lithography, e-mail and other modes of representing or reproducing words in visible form. "In writing" & "written"
- (5) The marginal notes used in these Articles shall not affect the construction thereof. Marginal note not to affect construction
3. The business of the Company shall comprise of all the business mentioned or included in the Memorandum of Association and all incidental matters and may, subject to the Act and subject to the provisions of these presents, be carried on by or under the supervision, control and management of the Directors and according to such regulations as the Directors may from time to time prescribe and any branch or kind of business which the Company is authorized to carry on may be suffered to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Directors shall from time to time deem advisable. Business of Company

III. SHARE CAPITAL AND VARIATION OF RIGHTS

4. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose off the same or any of them to such persons, in such proportion and on such terms and conditions and for such consideration and either at a premium or at par or at discount and at such time as they may from time to time think fit, and with power subject to sanction of the Company in general Meeting, to give any person the option to call for or be allotted shares of any class (as the case may be for the time being) of the Company. Shares to be under Board's control

Subject to provisions of the Act, Rules and these Articles, the share capital of the Company shall be of two kinds viz. (1) (a) Equity Share Capital with voting rights, or (b) Equity Share Capital with differential right as to dividend, voting or otherwise and (2) Preference Share Capital.

Kinds of Share capital

5. The authorised share capital of the Company is as specified in Clause V of the Memorandum of Association, subject to being increased as hereinafter provided and in accordance with the regulations of the company and the Legislative provisions for the time being in force. Subject to the provisions of the Act, the shares in the capital of the Company for the time being whether original or increased or reduced may be divided into classes, with preferential, deferred, qualified or other rights, privileges, conditions or restrictions attached thereto whether in regard to dividend, voting, return of capital or otherwise.

Authorised Capital

6. Any unclassified shares of the Company for the time being (whether forming part of the original capital or of any increased capital of the Company), may be issued either with the sanction of the Company in general meeting or by the Board with such rights and privileges annexed thereto and upon such terms and conditions as the general meeting/Board sanctioning the issue of such shares may direct and, if no such direction is given and in all other cases, as the Directors shall determine and, in particular, such shares may be issued with a preferential or qualified right as to dividends, voting and in distribution of assets of the Company and any Preference Shares may be issued on the terms that they are or at the option of the Company or otherwise are liable to be redeemed or converted into equity shares.

Unclassified shares

7. Except in so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer, transmission, voting or otherwise.

New Capital same as existing capital

8. Subject to the provisions of the Act, these Articles and other applicable law, the Board may issue and allot shares in the capital of the Company for consideration other than cash as the Board deems fit and such shares so allotted may be issued as partly paid-up or fully paid-up.

Issue of Shares for consideration other than cash

9 (1). Every member shall be entitled, without payment, to receive one certificate for all the shares of the same class registered in his name. Every share certificate shall specify the name of the person in whose favour it is issued, the share certificate number and the distinctive number of the shares to which it relates and the amount paid-up thereof. Such certificate shall be issued only in pursuance of a resolution passed by the Board or committee thereof and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letters of acceptance or of renunciation, or in cases of issue of bonus share. PROVIDED THAT if the letter of allotment is lost or destroyed, the Board may impose such reasonable terms, if any, as it thinks fit, as to evidence and indemnity and the payment of out of pocket expenses incurred by the Company in investigating evidence.

Issue of Share Certificates

(2) (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue or listing conditions or other regulations may provide:

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as the Board may fix for each certificate after the first.

(ii) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

10. (1) The Company shall have a power to issue shares with differential rights to such persons and subject to such terms and conditions as the Board deems fit, subject to provisions contained in the Act and the Rules.

Power to issue shares with differential rights

(2) The Company shall have a power to issue shares on preferential basis to such persons and subject to such terms and conditions as the Board deems fit, subject to provisions contained in the Act and the Rules.

Power to issue share on preferential basis

11. Subject to the provisions of the Act, the Company shall have the power to issue Preference Shares which are or at the option of the Company liable to be redeemed or converted into equity shares and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption or conversion.

Redeemable/ Convertible Preference Shares.

12. On the issue of Redeemable Preference Shares under the provisions of Article 11 hereof, the following provisions shall take effect:

Provisions to apply on issue of Redeemable Preference Shares

(a) no such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.

(b) no such shares shall be redeemed unless they are fully paid;

(c) the premium, if any, payable on redemption must have been provided out of the profits of the Company or, if permitted under the Rules, out of the Company's Securities Premium Account before the shares are redeemed;

(d) where any such shares are redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the shares to be redeemed, to a reserve, to be called "Capital Redemption Reserve Account", and the provisions of the Act, except as provided in Section 55 of the Act, relating to reduction of the capital shall apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

13. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof. If any certificate is lost or destroyed, then upon proof thereof to the satisfaction of the Company and on execution of such indemnity and payment of such expenses for investigation of evidence as the Company deems adequate, and upon satisfaction of the Board or committee thereof, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of such fees as fixed by the Board.

Issue of duplicate certificate

14. The provisions of the above Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other security that may be issued by the Company.

15. Except as required by law, no person shall be recognized by the Company as holding any share or other security upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or other security, or any interest in any fractional part of a share or other security, or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share or other security except an absolute right to the entirety thereof in the registered holder of share or other security. But the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

16 (1). If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act and the Rules, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

Variation of rights attached to shares

16 (2). To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.

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

18. The Company in general meeting may, by ordinary resolution from time to time, increase the capital by creation of new shares, such increases to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act.

Increase of capital by the Company

19. Subject to the provisions of the Act and all other applicable provisions of law, as may be in force at any time and from time to time, the Company may issue shares; either equity or any other kind with differential voting rights and the resolutions authorizing such issue shall prescribe the terms and conditions of the issue.

Power to issue shares with differential voting rights

20. The Company shall have power, subject to and in accordance with all applicable provisions of the Act to acquire/purchase and hold or re-issue any of its fully or partly paid shares on such terms and conditions and up to such limits as may be determined by the Board or prescribed by law from time to time and may make a payment out of free reserves and securities premium account in respect of such acquisition/ purchase.

21. The Board shall observe the restrictions as to allotment of shares to the public contained in Section 39 of the Act, and shall cause to be made and filed the returns as to allotment.

Restrictions on allotment

22. None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give whether directly or indirectly and whether by means of a loan, guarantee, the provisions of security or otherwise any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding Company save as provided in the Act.

Funds of the Company may not be applied in purchase of shares of the Company.

IV. ALTERATION OF CAPITAL

23. Subject to provisions of the Act, the Company may, from time to time, by ordinary resolution:

Power to alter share capital

- (a) Increase its share capital by such amount as it thinks expedient, to be divided into shares of such amount, as may be specified in the resolution;
- (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 existing shares or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share, shall be the same as it was in the case of the share from which the reduced share is derived;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this sub-clause shall not be deemed to be reduction of share capital within the meaning of the Act.

24. Where shares are converted into stock:

Conversion of shares into stock

- (1) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles 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.

(2) the holders of stock shall, according to the amount of 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 in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(3) such of the Articles contained herein as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

25. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,— Reduction of Capital.

- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any securities premium account,
- and in particular capital may be paid off on the footing that it may be called up again or otherwise.

The rights conferred upon the holders of the shares (including Preference Shares, if any) of any class issued with preferred or other rights of privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking *pari passu* therewith.

V. FURTHER ISSUE OF CAPITAL

26. (1) Subject to the provisions of the Act and the Rules, where at any time it is proposed to increase the subscribed capital of the Company by issue of further shares, then the Company shall offer such further shares: Further issue of capital

- (a) to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares.

Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days and not exceeding thirty days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined. The offer, aforesaid shall be deemed to include the right exercisable by persons concerned to renounce the share offered to them in favour of any other person and the notice shall contain a statement of this right, provided however 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. After the expiry of the time specified in the notice aforesaid 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 may dispose of them in such manner which is not disadvantageous to the shareholders and the Company;

(b) to employees under a scheme of employee stock option, subject to special resolution passed by the Company and subject to such conditions as may be prescribed; or

(c) to any person, under authority of special resolution, whether or not those persons include the persons referred in clause (a) or clause (b) above, in such proportion and on such terms and conditions and whether for cash or otherwise and whether at par or at premium or at discount, as the general meeting shall determine. The provision of this sub-clause (c) is in addition to and not in derogation of general power contained in Article 4.

(2) The provision of Article 26(1)(a) is not to authorize and shall not be deemed 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, unless the Board or any committee appointed by the Board expressly authorizes such second renunciation.

(3) In accordance with the provisions of the Act and the Rules, nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company.

27. Where the Company issues shares at a premium whether for cash or otherwise, a sum equal to the aggregate amount of the premium received on these shares shall be transferred to an account to be called "Securities Premium Account" and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in the Act and this Article, apply as if the securities premium account were the paid-up share capital of the Company.

Securities premium
Account

28. If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by installments, every such instalment shall, when due, be paid to the Company by the person who for the time being is the registered holder of the shares or his legal representatives, and shall for the purposes of these Articles be deemed to be payable on the date fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture and the like and all the other relevant provisions of these Articles shall apply as if such installments were a call duly made and notified as hereby provided.

Installments on
shares to be duly
paid

29. Subject to the provisions of the Act, Rules and these Articles, the Board may issue and allot shares in the capital of the Company as payment for any goods, property sold or transferred or for services rendered to the Company in the conduct of its business or in satisfaction of any outstanding debt or obligation of the Company and any shares which may be so issued shall be deemed to be fully paid-up shares.

Power to issue
shares for
consideration other
than cash

30. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is therefore placed on the register shall, for the purposes of these Articles, be a member.

Acceptance of
Shares

31. The money (if any) which the Board of Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

Deposit and calls etc.
to be a debt payable
immediately

32. Every member or his legal representative, heirs, executors or administrators shall, to the extent of his assets which come to their hands, be liable to pay to the Company, the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board of Directors shall, from time to time, in accordance with the Company's regulations require or fix for the payment thereof.

Liability of members

33. The joint-holders of shares shall be liable severally as well as jointly for the payment of all installments and calls due in respect of such shares.

Liability of Joint
holders of Shares.

VI. UNDERWRITING AND BROKERAGE

34. Subject to the provisions of the Act and the Rules, the Company may at any time pay such commission to any person in connection with the subscription or procurement of subscription to its securities (whether absolutely or conditionally), as determined by the Board provided that the commission shall not exceed in the case of shares five percent of the price at which the shares are issued and in the case of debentures two and half percent of the price at which the debentures are issued. The commission may be satisfied by the payment in cash or the allotment of fully or partly paid-up shares or debentures or partly in one way and partly in the other.

Commission may
be paid

35. The Company may on any issue of shares or debentures pay a reasonable sum for brokerage as fixed by the Board.

Brokerage

VII. LIEN

36. (1) The Company shall have a first and paramount lien —

Company's Lien on
shares

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company;

Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

(2) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

37. (1) The Company may sell, in such manner, as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made--

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

(2) For the purpose of sale referred in sub-clause (1) above, the Board may cause to be issued a duplicate certificate in respect of such shares notwithstanding any provision contained in these Articles or apply for rematerialisation of the shares in question. In order to give effect to any such sale, the Board may authorize one of their members or other officer of the Company to execute a transfer thereof on behalf and in the name of such member. The Board shall, without prejudice to any other provision, have power and authority to ask the depository, in which the shares in question are held, to transfer such shares to the purchaser approved by the Board.

38 (1) The purchaser of such shares shall be registered as the holder of the shares comprised in any such transfer.

(2) The receipt issued by the Company for the consideration received on sale of such shares (along with execution of instrument of transfer or transfer of shares in the depository system) shall constitute a good title to the shares and the purchaser shall be registered as holder of the shares.

(3) 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 in reference to the sale.

39. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

40. In exercising any lien, the Company shall treat and be entitled to treat the registered holder of any share as absolute and beneficial holder thereof in entirety and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, created in favour of any other person by such registered holder. Any notice of such third party interest given by such registered holder to the Company shall be of no consequence or effect and the Company's lien shall prevail notwithstanding any prior interest created by the registered holder in the

shares or any notice of prior interest served by him on the Company.

41. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any security for the time being issued by the Company.

VIII. CALLS

42 (1). The Board of Directors may from time to time make such call as it thinks fit upon the members in respect of all monies unpaid on the shares, whether on account of the nominal value of the shares or by way of premium, held by them and each member shall pay the amount of every call so made on him to the Company and at the times and places appointed by the Board of Directors. A call may be made payable by installments.

Directors may make calls

(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(3) The Board may, from time to time, at its discretion, extend the time fixed for payment of any call in respect of all or some member(s) as it may deem appropriate.

(4) A call may be postponed or revoked at the discretion of the Board.

Call may be postponed or revoked

43. A call shall be deemed to have been made at the time when the resolution authorizing such call was passed at a meeting of the Board of Directors and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Board on such subsequent date as shall be fixed by the Board.

Calls to date from Resolution

44. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Joint holder jointly and severally liable

45 (1). If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the Board.

When interest on call or installment payable

(2) The Board shall be at liberty to waive payment of any such interest wholly or in part.

Waiver of interest

46. Any sum, which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be call duly made and payable on the date on which by the terms of issue the same becomes payable.

Sums deemed to be calls

47. In case of non-payment of calls as aforesaid, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum has become payable by virtue of a call duly made and notified.

48. On the trial of hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member, in respect of whose shares the money is sought to be recovered, is entered in the Register of Members as the holder or one of the holders of shares, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member or his representative sued in pursuance of these Articles and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board meeting at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever, but the proof of a matter aforesaid shall be conclusive evidence of the debt.

Evidence in action
for a call

49. (1) The Board:

Payment of calls in
advance

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board.

(2) Nothing contained in this Article shall confer on the member paying such advance (i) any right to participate in profits or dividend or (ii) any voting right in respect of the moneys so paid by him until the same would, but for such advance payment, become presently payable by him.

50. If by the conditions of issue or allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be registered holder of the shares or a legal representative of the deceased registered holder.

Calls payable by
registered
shareholder

51. All calls shall be made on a uniform basis on all shares falling under the same class.

Calls to be uniform

52. Neither a judgement or a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment of any money received by the Company which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of shares in accordance with the provisions contained herein.

Indulgence in calls
not to affect
forfeiture

53. The provisions of these Articles relating to calls shall, *mutatis mutandis*, shall apply to all other securities for the time being issued by the Company.

IX. FORFEITURE

54. If any member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment of the same or any extension thereof, the Board may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. For the purposes of the provisions of these presents relating to forfeiture of shares, the sum payable upon allotment in respect of share be deemed to be a call payable upon such share on the day of allotment.

If call or
instalment not
paid, notice may
be given

55. The notice aforesaid shall:

Terms of Notice

- (a) name a further day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and interest thereon and expenses as aforesaid are to be paid; and
- (b) state that in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

56. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such 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 or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not
complied with,
shares may be
forfeited

57. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.

Notice of forfeiture

58. Neither the receipt by the Company of a portion of any money which may from time to time be due from any member in respect of his shares nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from proceeding to enforce a forfeiture in respect of such shares as herein provided.

Part payment not to
affect forfeiture

59. (1) Any shares so forfeited shall be deemed to be the property of the Company, and the Board may sell, re-allot, or otherwise dispose of the same either to the original holder thereof or to any other person, upon such terms and in such manner as it thinks fit.

Forfeited shares to
become property of
the Company

(2) Notwithstanding anything contained herein, at any time before a sale or disposal as aforesaid, the Board shall have power and liberty to cancel the forfeiture on such terms as it thinks fit.

60. (1) A person whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares but shall,

Arrears to be paid
notwithstanding

notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment, at such rate fixed by the Board.

forfeiture

(2) The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the money due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. The liability of such person shall cease only when the Company shall have received the full payment of all such monies or shall have waived the same.

Board's discretion
to enforce payment
or waive the same

61. The forfeiture of a share shall involve the extinction, at the time of the forfeiture, of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

Effect of forfeiture

62. A declaration in writing that the declarant is a Director or the Secretary 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 shares.

Evidence of
forfeiture

63. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative share shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Board or any committee thereof shall be entitled to issue a new certificate or certificates in respect of the said shares to the persons or person entitled thereto.

Cancellation and
fresh issue of
certificate of shares
forfeited

64. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers herein before given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold, and after his name is entered in the register of members in respect of such shares, the validity of the sale shall not be impeached by any person.

Validity of sale

65. (1) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the shares in favour of the person to whom the share are sold or disposed of;

(2) The transferee shall thereupon be registered as the holder of the shares; and

(3) The transferee 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 shares.

66. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or for any member desirous of surrendering on such terms as they think fit.

Surrender of
Shares

67. The provisions of these Articles relating to forfeiture shall apply, *mutatis mutandis*, to any other security issued by the Company for the time being.

X. TRANSFER AND TRANSMISSION OF SHARES

68. The instrument of transfer of any share shall be in writing and all the provisions of Section 56 of the Act and the Rules shall be duly complied with in respect of all transfers of shares and the registration thereof. The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

Form of transfer

69. The Board may, subject to the right of appeal conferred by the Act decline to register—

Board may refuse transfer

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

70. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in the Rules made under the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right and title of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

71. (i) An application for the registration of transfer of shares in the Company may be made either by the transferor or the transferee.

Application for transfer

(ii) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee in the manner prescribed under the Rules and the transferee gives no objection to the transfer within two weeks from the receipt of notice.

72. The instrument of transfer of any share shall be duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members in respect thereof.

Execution of transfer, etc.

73. Subject to provisions of the Act and the Rules, transfer of shares in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

Transfer by legal representative

74. No fee shall be payable to the Company, in respect of the transfer or transmission of shares.

No fee on transfer or transmission

75. The Company shall incur no liability or responsibility whatever in

The Company not

consequence of its 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 said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, any book of the Company, and the Company shall not be bound or required to regard or attend 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 some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice, and give effect thereto if the Board of Directors shall so think fit.

liable for disregard of a notice prohibiting registration of a transfer.

76. The Directors may, on giving seven days previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, close the register of members and/or register of debenture holders at such time or times and for such period or periods as the Directors think fit, not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time.

When register of members or debenture holders may be closed

77. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

Death of one or more joint holder of shares

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

78 (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

- (a) to be registered himself as 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.

(3) The person registering himself as the holder or transferring the shares of the deceased as aforesaid shall indemnify and keep harmless the Company and its directors and officers from all liability that may arise from giving effect to such registration or transfer.

79. (1) If the person so becoming entitled shall elect to be registered as holder of the share 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 his election by executing a transfer of the share.

(3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers 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 were a transfer signed by that member.

80. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

81. A right of the person entitled to a share by transmission shall be subject to the right of the Directors to retain such dividend or moneys as is provided in these Articles or other moneys payable in respect of the share.

Person entitled
may receive
dividends without
registered as
member

XI. DEMATERIALISATION OF SECURITIES

82. (1) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing securities, rematerialize its securities held in the depositories and/or offer its fresh securities in a dematerialized form pursuant to the Depositories Act, 1996 and the Rules framed there under, if any.

Dematerialisation of
securities

(2) Every person subscribing to or holding securities of the Company shall have the option to receive security certificate or to hold the securities in a dematerialized form with a depository. If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security to enable the depository to enter in its records the name of the allottees as the beneficial owner of that security.

Option to receive
security certificate
or to hold the
securities in a
dematerialized
form with a
depository

(3) Where securities issued by the Company have been held in electronic form in a depository, the provisions of the Depositories Act, 1996, rules made there under and bye-laws made pursuant thereto shall govern holding, transfer and transmission of such securities of the Company.

(4) Notwithstanding anything to the contrary contained in the Act, or these Articles, a depository shall be deemed to be registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner.

(5) Save as otherwise provided above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the security shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his security which are registered in the name of a depository.

Beneficial owner
deemed to be a
member of the
Company

(6) Except as ordered by a court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the beneficial owner of shares in the records of the depository, as the absolute owner thereof and accordingly shall not be bound to recognise any trust or equitable, contingent, future or partial interest in share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than absolute right thereto in accordance with these Articles in favour of any other person whether or not the Company has express or implied notice thereof but the Board shall be entitled at their sole discretion to register any shares in the joint names of any two or more persons or the survivors of them.

(7) Every depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner or details of beneficial owners at such time or at such intervals and in such manner as may be specified by the bye-laws and the Company in that behalf.

(8) Except as specifically provided in these Articles, the provisions relating to joint holders of securities, calls, lien on shares, forfeiture of securities and transfer and transmission of securities shall be applicable to securities held in depository so far as they apply to shares in physical form subject to the provisions of the Depository Act, 1996.

(9) The securities in the capital shall be numbered progressively according to their several denominations, provided, however, that the provision relating to progressive numbering shall not apply to securities of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Every forfeited or surrendered security held in physical form shall continue to bear the number by which the same was originally issued.

(10) The Company shall caused to be kept a Register and Index of security holders in accordance with all applicable provisions of the Act with details of shares held in physical and dematerialized form in any media as may be permitted by law including in any form of electronic media.

Register and Index
of security holders

83. Notwithstanding anything contained in these Articles, every member of the Company or holder of other security may nominate in accordance with the provisions of the Act and in the manner prescribed there under, a person to whom all the rights in the shares of the Company shall vest in the event of his death. Any nomination so made shall be dealt with by the Company in accordance with the provisions of the Act and the Rules. Without prejudice to the foregoing and to the extent it is consistent, such nomination in respect of securities held in dematerialized form shall be made in accordance with the provisions of the Depository Act, 1996 rules made there under and the bye-laws.

Nomination

XII. BORROWING POWERS

84. Subject to the provisions of the Act, the Board of Directors, may, from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members (either in advance of calls or otherwise) and from other persons or generally borrow or raise finance or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid - up capital of the Company and its free reserves, the Board of Directors shall not borrow such moneys without the sanction of the Company in general meeting. No debt incurred by the Company in the excess of the limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded.

Power to borrow

85. The repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit, and in particular in pursuance of resolution passed at a meeting of the Board by any mortgage, charge or other security upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

Security of moneys borrowed

86. Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that that they shall be convertible into shares of any denomination, and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares attending (but not voting) at general meetings, right to appoint Directors and otherwise, Provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in general meeting.

Terms of issue of debentures

87. If any uncalled capital of the Company is included in on charged by any mortgage or other security, the Directors may, subject to the provisions of the Act and these Articles, make call on the member if such mortgage or security is executed.

Mortgage of uncalled capital

XIII. GENERAL MEETINGS

88. All general meetings other than annual general meeting shall be called extraordinary general meetings.

89. (1) The Company shall, in addition to any other meetings, hold a general meeting as "Annual General Meeting" at the intervals and in accordance with the provisions of the Act and this Article. The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year provided however that if the Registrar of Companies shall have for any special reason extended the time within which the Annual General Meeting shall be held by a further period not exceeding three months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Except in the case where the Registrar has given an extension of time as aforesaid for

Annual General Meeting

holding an Annual General Meeting, not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next.

(2) Every Annual Meeting shall be called for a time during business hours, that is, between 9.00 a.m. and 6.00 p.m. on any day that is not a national holiday as the Board may from time to time determine and it shall be held either at the registered office of the Company or at some other place within the city or town in which the registered office of the Company is for the time being situated. The notice calling the meeting shall specify it as the Annual General Meeting.

90. Every member of the Company shall be entitled to attend either in person or by proxy and the auditor of the Company shall have the right to attend and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company, there shall be laid on table the Directors' Report and Audited Statements of Account, Auditors' Report (if not already incorporated in the Audited Statements of Account) and the Register of Directors and Key Managerial Personnel and their shareholding which register shall remain open and accessible during the continuance of the meeting.

Report, Statement
and Registers to be
laid before the
Annual General
Meeting

91. The Board may, whenever it thinks fit, call an extraordinary general meeting to transact any business or conduct the same through postal ballot.

Extraordinary
General Meeting

The Board shall call an extra ordinary general meeting upon a requisition in writing by any member or the members holding in the aggregate not less than one-tenth of such of the paid up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made, and upon which all calls or other sums then due have been paid.

92. Any valid requisition so made by members must set out the matters for the consideration of which the meeting is called and must be signed by the requisitionists and be deposited at the registered office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.

Requisition of
Members to state
object of Meeting

93. Upon receipt of any such requisition, the Board shall forthwith call an extraordinary general meeting, and if it does not proceed within twenty-one days from the date of receipt of a valid requisition in regard to any matter, to call a meeting for the consideration of that matter on a day not later than forty-five days from the date of receipt of such requisition, then the meeting may be called and held by the requisitionists themselves within a period of three months from the date of requisition as aforesaid.

On receipt of
requisition
Directors to call
meeting and in
default requisitionists
may do so

94. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible as that in which meetings are called by the Board.

Meeting called by
requisitionists

95. If at any time there are not within India sufficient directors capable of acting to form a quorum, or if the number of directors be reduced in number to less than the minimum number of directors prescribed by these Articles and the continuing directors fail or neglect to increase the number of directors to that number or to convene a general meeting, any director or any two or more members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be called by the Directors.

When a Director or any two members may call an extraordinary meeting

96. (1) A general meeting of the Company may be called by giving not less than clear twenty-one days notice either in writing or through electronic mode in the manner as is or may be prescribed in the Rules

Length of notice of meeting

(2) A general meeting may be called after giving shorter notice than that specified in clause (1) hereof if consent is accorded thereto in writing or by electronic mode by not less than ninety-five percent of the members entitled to vote at such meeting.

Shorter notice

PROVIDED that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on the others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.

(3) Every notice of the meeting of the Company shall specify the place, date, day and hour of the meeting and shall contain a statement of the business to be transacted at such meeting.

(4) Notice of every meeting of the Company shall be given in the manner prescribed under the Act and the Rules:

- (i) to every member of the Company, legal representative of any deceased member or the assignee of any insolvent member;
- (ii) to auditor or auditors for the time being of the Company; and every director of the Company.

PROVIDED that where the notice of a meeting is given by advertising the same in the newspaper circulating in the neighborhood of the registered office of the Company, the statement of material facts referred to in Section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that that the statement has been forwarded to the members of the Company.

(5) Every notice convening a meeting of the Company shall state with reasonable prominence that member entitled to attend and vote at the meeting is entitled to appoint proxy to attend and vote instead of himself and that a proxy need not be a member of the Company.

97. Any accidental omission to give any such notice as aforesaid to, or the non-receipt thereof by, any member or other person who is entitled to it for any meeting, shall not invalidate the proceedings of any meeting.

Omission to give notice not to invalidate proceedings

98. (1) (a) In the case of an annual general meeting, all business to be transacted at the meeting shall be deemed special with the exception of

business relating to:

- (i) the consideration of financial statements and reports of the Board of Directors and auditors;
- (ii) the declaration of any dividend;
- (i) the appointment of directors in place of those retiring; and
- (ii) the appointment of, and the fixing of the remuneration of, the auditors; and

(b) In the case of any other meeting, all business shall be deemed special.

(2) Where any item of business to be transacted at any meeting of the Company is 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, financial or otherwise, if any, of every director or manager, every other key managerial personnel and relatives of such director, manager and key managerial personnel.

PROVIDED that where any such item of special business to be transacted at a meeting of the Company relates to, or affects any other company, the extent of shareholding interest in that other company of every director, manager, if any, and of every other key managerial personnel of the Company, if the extent of such shareholding is not less than two per cent of the paid-up share capital of that company shall also be set out in the statement.

(3) Where any item of business refers to any document, which is to be considered at the meeting, the time and place where such document can be inspected shall be specified in the statement aforesaid.

XIV. PROCEEDING AT GENERAL MEETING

99. No general meeting shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices convening the meeting.

Notice of business to be given

100. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. No business shall be discussed or transacted at any general meeting where quorum is not present except election of Chairperson whilst the Chair is vacant.

Quorum to be present when business commences

101. The quorum for general meeting shall be such as is provided in the Act.

Quorum

102. (1) The Chairman of the Board of Directors shall preside, as Chairperson at every general meeting of the company,

Chairman of General Meeting

(2) If there be no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding such meeting, or is unwilling to act as chairperson of the meeting, the Vice-Chairman, if any, shall be entitled to take the Chair. If the Vice-Chairman is also not present or is unwilling to take the Chair, then the directors present shall elect one of them as Chairperson of the meeting.

(3) If at any general meeting, no Director is willing to act as chairperson or if no director is present within fifteen minutes after the time appointed for holding such meeting, then the members present shall elect one of their members to be the Chairman by poll. Such poll shall be taken forthwith and the member so elected shall be chairperson for that meeting.

103. Subject to the provisions of the Act and subject to any rights or restrictions attached to any class or classes of shares;

How questions to be decided at meeting

- (a) On a show of hands, every member present in person at the meeting shall have one vote; and
- (b) On a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

Any business other than that upon which poll has been demanded may be proceeded with, pending the taking of poll.

104. If provision of the Act and the Rules as to voting by show of hands and poll are irrelevant or not applicable consequent to applicability of provisions as to voting by electronic means, then every business before a general meeting shall be decided by voting through electronic means and the members who have not voted through electronic means may vote at the meeting through ballot on one share-one vote basis. If any motion is moved by any member at the meeting in relation to any such business before the meeting, such motion shall be decided in the manner as the Chairperson of the meeting deems fit. A member shall vote only once and vote cast electronically shall not be changed subsequently.

Voting how to be done

105. On any business at any general meeting, in case of an equality of votes cast in any manner, the Chairman shall have a casting or second vote in addition to the votes or votes to which he may be entitled as a member.

Chairman to have a casting vote

106.(1) If a quorum is not present within half an hour from the time appointed for the meeting:

If quorum not present when meeting to be dissolved and when to be adjourned.

- (a) the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other date and such other time and place as the Board may determine; and
- (b) the meeting, if convened upon the requisition of members, shall stand cancelled.

Provided that in case of an adjourned meeting or, of a change of day, time or place of the meeting under (a), the Company shall give not less than three days notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the Company is situated.

Notice of adjourned meeting

(2) If at such adjourned meeting also, a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum and may transact the business for which the meeting was called.

Quorum at the adjourned meeting

- (3) Where a resolution is passed at an adjourned meeting of the Company, the resolution shall, for all purpose be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date. Resolution passed at adjourned meeting
107. (1) The Chairman may, *suo motu* and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. Chairman may adjourn meeting with consent.
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
108. Where by any provision contained in the Act, special notice is required of any resolution, notice of the intention to move the resolution shall be given to the Company by such number of members holding not less than one per cent of the total voting power or holding shares on which such aggregate sum not exceeding Rupees five lacs, as may be prescribed in the Rules, has been paid-up and the Company shall give its members notice of the resolution in the manner prescribed in the Rules. Resolution requiring special notice.
109. No member shall exercise any voting rights in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company had and has exercised any right of lien. Restriction on exercise of voting right by members who have not paid calls
110. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every member not disqualified by the last proceeding Article shall be entitled to be present and speak and vote at the meeting. The right of preference share holders for the time being shall as provided in the Act. Eligibility of member to vote
111. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote at general meeting by his committee or other legal guardian and any such committee or guardian may vote by proxy. Vote of member of unsound mind
112. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a member may vote either by a proxy or by a representative duly authorized in accordance with Section 113 of the Act. Voting in person or by proxy
113. On electronic voting or voting at a meeting of the Company, a member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses. Casting of votes by a members entitled to more than one vote

114. Where there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto. If more than one such joint holders be present at any meeting personally or by proxy, the vote of the senior member who tenders a vote shall be accepted to the exclusion of the votes of other joint holder. For this purpose, seniority shall be determined by the order in which the names stand in the register of members. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of the Article be deemed joint holders thereof.

Joint Holders

115. (1) (i) A body corporate (whether a company within the meaning of the Act or not) may, if it is a member or creditor of the Company (including a holder of debentures) having a right to vote may in pursuance of Section 113 of the Act, authorise such person as it thinks fit by a resolution of its board of directors or other governing body to act as its representative at any meeting of the Company or of any class of members of the Company or at any meeting of the creditors of the Company or debenture holders of the Company.

Representative of
body corporate

(ii) A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy or postal ballot or electronic voting) on behalf of the body corporate which he represents as that body could exercise if it were an individual member, creditor or holder of debentures of the Company. The production of a copy of the resolution aforesaid certified by a Director or the Secretary of such body corporate before the commencement of the meeting shall be accepted by the Company as sufficient evidence of the validity of the said representative's appointment and his right to vote thereat.

(2) (i) The President of India or the Governor of a State, if he is a member of the Company, may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company.

(ii) A person appointed to act as aforesaid shall, for the purpose of this Act, be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers (including the right to vote by proxy or postal ballot or electronic voting) as the President or, as the case may be, the Governor could exercise as a member of the Company.

116. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or if such appointer is a corporation, under its common seal or under the hand of the appointer or attorney duly authorized by it. The proxy so appointed unless he is member shall not have any right to speak at the meetings.

Instrument of proxy
to be in writing

117. Every instrument of proxy shall be in the form prescribed under the Rules.

Form of Proxy

118. Only the members appearing on the register of members/beneficial owners as on cut-off date for voting selected by the Company shall be entitled to vote.

119. 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 later than forty-eight hours before the time for holding the 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.

Instrument
appointing proxy to
be deposited at the
registered office

120. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of any power of attorney or authority under which such proxy was signed or the transfer of the share in respect of which the vote is given, provided no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the registered office before the commencement of the meeting or the adjourned meeting at which a proxy is used. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and of the same not having been revoked.

When vote by proxy
valid though
authority revoked
etc.

121. No objection shall be made to the qualification of any voter or the validity of any vote given or tendered. Any such objection made in due time shall be referred to the Chairman of the meeting.

Time for objections
to vote

122. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The decision of the Chairman shall be final, conclusive and binding on the members of the Company.

Chairman of any
meeting to be the
judge of validity of
any vote

123. If any such instrument of appointments be confined to the object of appointing any attorney or proxy for voting at meetings of the Company, it shall remain in the custody of the Company, if embracing other objects a copy thereof examined with the original, shall be delivered to the Company to remain in the custody of the Company.

Custody of the
Instrument

124. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members and creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

Minutes of
proceedings of
general meeting

(2) There shall not be included in the minute any matter which, in the opinion of the Chairperson of the meeting:

- (a) is, or could reasonably be regarded, as defamatory of any person;
- (b) is irrelevant or immaterial to the proceedings; or
- (c) is detrimental to the interest of the Company.

(2) The Chairperson shall exercise the absolute discretion with regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified above.

125. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:

- (a) be kept at the registered office of the Company; and
- (b) be open to inspection of any member without charge during all working days except Saturdays.

(2) Any member shall be entitled to be furnished, within the time prescribed by or under the Act, after he has made a request in writing in that behalf to the Company and on payment of such fee fixed by the Board, with a copy of any minutes referred in clause (1) above. Provided that a member who has made a request for provision of minutes in a soft copy shall be provided the same free if the Company has not incurred any expense in creation of soft copy or else the member shall reimburse such cost to the Company.

XV. DIRECTORS

126. Unless and until otherwise determined by a general meeting, the number of Directors shall not be less than three or more than eighteen, provided that the Company may appoint more than fifteen directors after passing a special resolution.

Board of Directors

127. The same individual may, at the same time, be appointed as chairperson of the Company as well as managing director or chief executive officer of the Company. This provision is also intended to cover the existing appointment already made and in effect.

Same individual
may be appointed
Chairperson and
Managing Director

128. First Directors of the Company shall be:

First Directors

1. Shri JYOTINDRA BHAGWANLAL MODY
2. Shri DINESHCHANDRA BHAGWANLAL MODY
3. Shri SHIRISH BHAGWANLAL MODY

129. The Board shall have power at any time and from time to time to appoint any person to be a Director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board and such Director shall hold office only up to the date up to which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall than be eligible for re-election.

Directors may fill up
vacancies

130. The Board shall have power at any time and from time to time to appoint any other person to be a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum fixed. Any person so appointed as an addition to the Board shall hold his office only up to the date of the next Annual General Meeting but shall be eligible for election at such meeting.

Additional Directors

131. Any trust deed securing and covering the issue of any debentures of the Company may provide for the appointment of a Director (in these presents referred to as "the Debenture Director") for and on behalf of the debenture holders for such period as may therein be provided for not exceeding the period for which the debentures or any of them shall remain outstanding and for the removal from office of such Debenture Director and on a vacancy being caused whether by resignation, death,

Debenture Director.

removal or otherwise for the appointment of another Debenture Director in the vacant place.

132. Any bond or any other writing giving security issued by the Company in favour of any credit corporation or any agreement executed by the Company in favour of a credit corporation may provide for the appointment of a Director (in these presents referred to as "the Corporation Director") for and on behalf of the holder of such bond or such creditor for such period as therein provided for not exceeding the period for which any amount may be outstanding under such bond or writing or agreement and for removal from office of such Director, and on a casual vacancy being caused whether by resignation, death removal or otherwise, for the appointment of another Director in the vacant place.

Corporation Director

133. The Debenture Director and the Corporation Director shall not be liable to retire by rotation or be removed from office except as provide as aforesaid.

Retirement of
Debenture and
Corporation
Director

134. Subject to the provisions of the Act, the Company may from time to time increase or reduce the number of Directors, and may alter their qualification and the Company may (subject to the provisions of the Act) remove any Director, before the expiration of his period of office and appoint another suitable and competent person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if had not been removed.

Company may
increase or reduce
the number of
Directors or may
remove any
Directors

135. A Director need not hold any qualification share.

Qualifications of
Directors

136. Whenever any amount is borrowed by the Company from the President of India, the Board of Directors of the Company shall have power to appoint any persons nominated by the President of India as a Director of the Company. The Director appointed under this Article, notwithstanding anything contained in the Articles of Association of the Company, shall not be required to hold any qualification shares and shall not be liable to retire by rotation or to be removed by the Company, or by its Board of Directors and shall hold office as such director for such period not exceeding the period for which the sum borrowed by the Company from the President of India shall remain outstanding and such Director shall also be entitled to exercise and enjoy the same rights and privileges as other Directors of the Company will be entitled to exercise and enjoy under the Articles of Association of the Company and under the law and such Director shall further be entitled to attend and address all general meetings in which ordinary or special resolution are sought to be passed. Travelling and all other expenses of the Director appointed under this Article incurred in connection with or incidental to the attendance at any of the meetings of the Board of Directors of the Company or any of the afore-mentioned meetings of the Company by him shall be borne and paid to him by the Company.

Government
Director

137 (a) The fees payable to every Director shall be such sum as may be fixed from time to time by the Board within the limits prescribed under the Act or the Rules in that behalf from time to time, for attending each meeting of the Board or Committee thereof or for any other purpose whatsoever as may be decided by the Board.

Directors' Fee

(b) The Directors of the Company shall be entitled for reimbursement of properly incurred travelling, lodging and boarding expenses incurred in connection with attending and returning from a meeting of the Board of Directors or any committee thereof or general meetings of the Company or in connection with the business or affairs of the Company or for the purposes of the Company, in addition to any fee for attending such meeting as specified in sub-clause (a) hereof or other remuneration payable to him.

138 (A) Subject to the provisions of the Act, the Board shall have power to pay such remuneration and/or commission to a executive Director for his services, whole-time or part-time to the Company or for services, of a professional or other nature rendered by him as may be determined by the Board. If any Director, being willing, shall be called upon to perform extra services, or to make any special exertions in going to or residing at a place other than the places where the office of the Company is situated or where such Director usually resides, or otherwise for the Company's business or for any of the purposes of the Company then, subject to provisions of the Act, the Board shall have power to pay to such Director such remuneration as may be determined by the Board.

Remuneration of
Directors

(B) The Board shall have power to pay remuneration, other than fees referred in Article 137, to non-executive directors provided that the remuneration payable to such directors, shall not exceed:

- (i) one per cent of the net profits of the Company, if the Company has a managing or whole-time director;
- (ii) three per cent of the net profits of the Company, in any other case.

the net profits referred above shall be computed in the manner referred to in Section 198 of the Act.

(C) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(D) The remuneration payable to directors including managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by a resolution passed by the Company in general meeting. If the Company can pay higher remuneration to Directors than the percentage specified herein by passing a resolution under the Act and/or the Rules, then nothing contained in these Articles shall be deemed to restrict such higher payment.

139. The period of office of one-third of the total number of directors shall not be liable to retirement by rotation. This one-third shall comprise of executive director(s) of the Company for the time being. Without prejudice to the foregoing, the Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. The balance two-thirds of the total number of directors shall be persons whose period of office shall be liable to determination by retirement of directors by rotation. The term "total number of directors" shall not include independent directors.

140. At every annual general meeting in each year one-third of the Directors for the time being as are liable to retire by rotation or if their number is not three or multiple of three then the number nearest to one-

Retirement of
Director by rotation

third shall retire from office but shall be eligible for re-election.

141. The Directors to retire by rotation under Article 140 at every annual general meeting shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

Senior Director to retire

142. At the annual general meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.

Company to appoint successors

143. (1) (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill 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 national holiday, till the next succeeding day which is not a holiday, at the same time and place.

Provisions in default of appointment

(b) If at the adjourned meeting also, the place of the retiring director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless-

- (i) at that meeting or at the previous meeting, a resolution for the re-appointment of such director has been put to the meeting and lost;
- (ii) the retiring director has, by a notice in writing addressed to the Company or Board of Directors expressed his unwillingness to be so re-appointed;
- (iii) he is not qualified or is disqualified for appointment;
- (iv) a resolution, whether special or ordinary is required for his appointment or re-appointment by virtue of any provisions of the Act; or
- (v) Section 162 of the Act is applicable to the case.

144. No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting, unless he or some other member intending to propose him has, at least fourteen days before the meeting, left at the registered office a notice in writing under his hand signifying his candidature for the office of Director or, as the case may be, the intention of such member to propose him as a candidate for that office, along with the deposit of one lakh rupees or such higher amount as may be prescribed under the Act, which shall be refunded to such person or as the case may be, to such member if the person proposed gets elected as a director or gets more than twenty-five per cent of total valid votes cast on such resolution.

Notice of candidature for Office of Directors except in certain cases

145. Every Director and Key Managerial Personnel who is appointed to or relinquishes office of Director or Key Managerial Personnel of any other body corporate, as the case may be, and details of securities held in the Company or its holding, subsidiary, subsidiary of company's

Disclosure by Director of appointment to or relinquishment from any other

holding company or associate company shall, forthwith disclose to the Company the particulars which are required to be specified in the register of directors and key managerial personnel required to be maintained under the Act.

Body corporate

146. (1) The Board may appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate for a Director (hereinafter in the clause called "the Original Director") during his absence for a period of not less than three months from India. Provided that no person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the Act.

Alternate Directors

(2) An alternate Director appointed under sub-clause (1) of this Article shall not hold office as such for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the original Director returns to India. If the Original Director again leaves India for period and intend to remain absent for not less than three months from India, then the alternate director already appointed by the Board shall continue to act a alternate director without any further act or deed.

(3) If the term of office of the Original Director is determined before he returns to India, any provision in the Act or these presents for the automatic re-appointment of retiring Director in default of another appointment shall apply to the original, and not to the alternate Director.

147. The Continuing Director or Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these Articles for a meeting of the Board of Directors, the continuing Director or Directors may act, for the purpose of increasing the number of Directors to the quorum fixed in these Articles or for summoning a general meeting of the Company but for no other purpose.

Directors may act notwithstanding vacancy

148. A Director may resign from his office at any time by notice in writing addressed to the Company and Board shall on receipt of the same take note of the same. The resignation of a Director shall take effect from the date of receipt of the notice or the date, if any, specified by the Director in the notice, whichever is later.

Resignation

149. Subject to compliance with the provisions of the Act and the Rules and save as therein provided, no Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser, agent, broker, underwriter or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director or any other related party as defined in the Act shall be in any way interested be avoided, nor shall any Director be liable to account to the Company for any profit arising from any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relationship thereby established.

Directors contract Company may with

150. (1) Every Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be

Disclosure of concern or interest by director

entered into, by or on behalf of the Company, shall disclose the nature of his concern of interest at a meeting of the Board of Directors in the manner provided in the Act.

(2) Nothing in this Article shall be taken to prejudice the operation of any rule of law restricting a Director or the Company from having any concern or interest in any contracts or arrangements with the Company or shall apply to any contract or arrangement entered into or to be entered into between two companies where one of the Directors of Company or two or more of them together holds or hold not more than two percent of the paid up share capital in the other Company.

151. The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

Foreign register

152. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

XVI. PROCEEDINGS OF THE BOARD

153 (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

Meetings of Directors

(2) The quorum for a Board meeting shall be as provided by the Act.

(3) The participation of directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means or teleconferencing as is permitted under the Act and the Rules for the time being in force.

154. A Director may at any time and the Secretary upon request of a Director shall convene a meeting of the Board of Directors by giving a notice in writing to every Director.

Notice of Meetings and when to be convened

155. Questions arising at any meeting shall be decided or decisions by the Board shall be taken by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote.

How questions to be decided

156. If a meeting of the Board could not be held for want of a quorum then meeting shall automatically stand adjourned till such time as the Chairman and, in his absence, the directors present decides and shall be reconvened on such day at such time and at such place as the Chairman or the directors, as the case may be, decide.

Procedure when Meeting adjourned for want of Quorum

157. The Directors from among their number may elect a Chairman and a Vice-Chairman of the Board of Directors. The chairman and in his absence, the Vice-Chairman, if any, shall preside at all meetings. If no such Chairman or Vice-Chairman is elected, or if at any meeting the Chairman as well as the Vice-Chairman are not present within five minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be the Chairman of such

Chairman

meeting.

158. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles of the Company for the time being are vested in or exercisable by the Board generally.

Power of Board Meeting

159. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

160. (1) The Board of Directors may, subject to the provisions of the Act, delegate any of their powers, to committees of the Board consisting of such member or members of its body as it thinks fit and it may from time to time revoke the power so delegated either wholly or in part, and either as to persons or purposes; but every committee of the Board so formed, shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board of Directors. All acts done by any such committee of the Board in conformity with such regulations in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

Directors may appoint committee

(2) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or any audio visual means or teleconferencing, as is permitted under the Act and the Rules for the time being in force.

161. (1) A committee may elect a Chairman of its meetings unless the Board, while constituting a committee has appointed a Chairperson of such committee.

Meeting of Committee how to be governed

(2) 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 members to be the Chairman of the meeting.

(3) A committee may meet and adjourn as it thinks proper.

(4) Questions arising at and decisions of any meeting shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairman shall have a second or casting vote.

162. All acts done by any meeting of the Directors or by Committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or that the appointment of any of them was deemed to be terminated by virtue of any provision contained in the Act or these presents, be as valid as if every such person had been duly appointed and was qualified to be a Director or his appointment had not been terminated. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been

When acts of Directors or Committee valid notwithstanding defective appointment etc.

shown to the Company to be invalid or to have terminated.

163. Save as otherwise expressly provided in the Act, a resolution in writing, approved by majority of members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held. Any resolution by circulation approved by a Director through his designated e-mail address shall be deemed to be signed by him.

Resolution by
circular

XVII. POWERS OF DIRECTORS

164. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized or capable to do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations made by the company in general meeting from time to time provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Certain powers to be
exercised by the
board only at
Meeting

165. Without prejudice to the general powers conferred under these Articles and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by Articles and under law, customs or practice, it is hereby declared that the Board shall have the following powers that is to say power:-

Certain powers of
the Board

(1) To pay and charge to the capital account of the Company any commission payable under the provisions of the Act.

(2) Subject to provisions of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at or for such price or consideration and generally on such terms and conditions as Board may think fit; and in any such purchase or other acquisition to accept such title the Board may believe or may be advised to be reasonably satisfactory;

(3) To purchase or otherwise acquire any land, building, machinery, premises, hereditament, property, effects, assets, rights, credits, royalties, business and good will of any joint stock company carrying on the business which the Company is authorized to carry on.

(4) To purchase, take on lease, for any term or terms of years, or otherwise acquire any office premises, factories or any lands, with or without buildings and out house thereon situated anywhere at such price or rent, and under subject to such terms and conditions as the Board may think fit, and in such purchase, lease or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

(5) At their discretion and subject to the provisions of the Act, 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, mortgages or other securities of the Company, either wholly

or partially in cash or in shares, bonds, debentures, mortgages 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 thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital not so charged.

(6) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as it may think proper all or any of the movable and immovable property and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power, and to insure against risk of liabilities and damages of every description.

(7) To secure the fulfillment of any contracts of engagements 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 manner as the directors may think fit.

(8) To purchase or otherwise acquire or obtain licence for the use of and to sell, exchange or grant licence for the use of any trade mark, patent, invention or technical know-how.

(9) To appoint any person or accept and hold in trust for the Company, any property belonging to the Company, or in which it is interested or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.

(10) 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 payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any claims or demands by or against the Company to arbitration.

(11) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.

(12) Subject to the provisions of the Act and these Articles, to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security or without security and in such manner as they may think fit, and from time to time vary or realize such investments.

(13) 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 any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property, (present and future), power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.

(14) To open and operate upon bank accounts and to determine from time to time who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for

such purpose.

(15) To distribute by way of bonus amongst the staff of the Company, a share or shares in the profits of the Company, and to give to any Director, Officer or other person employed by the Company, a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.

(16) To provide for the welfare of Directors or ex-Directors or employees of the Company and the wives, widows and families, or the dependants of such persons, by providing any pension or medical benefits or building or contributing to the building of houses, dwelling or chawls, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other association, institutions, funds or trusts, places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reasons of locality of operation or of public and general utility or otherwise.

(17) Before recommending any dividend, to set aside, out of the profits of the Company such sum as they may think proper for depreciation or to depreciation fund, or an insurance fund, as general reserve or reserve fund or a sinking fund or any special or other fund or funds or account or accounts to meet contingencies or to repay redeemable preference shares, debentures or debenture stock, or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any part of the property of the Company or for such other purposes (including the purposes referred to in the preceding article) as the Board may in their absolute discretion, think conducive to the interest of the Company and subject to provisions of the Act, to invest the several sums so set aside or so much thereof as the Board may think fit upon such investments, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company in such manner and for such purposes as the Board in their absolute discretion, think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters relating to or upon which the capital moneys of the Company might rightly be applied or expanded; and to divide the reserve, general reserve fund to another reserve fund and with full power to employ the assets constituting all or any of the above funds and accounts including the depreciation fund in the business of the Company or in purchase or repayment of redeemable preference shares, debenture or debenture stock, and without being bound to keep the same separate from other assets with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

(18) To erect, construct, and build any factories, warehouses, godowns or other constructions, adapted to the objects of the Company as may be considered expedient or desirable for the object or purposes of the Company or any of them.

(19) To sell from time to time any articles, materials, machinery, plant, stores and other articles and things belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.

(20) From time to time extend the business and undertaking of the Company by adding to, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being in the possession of the Company, or by erecting new or additional buildings, and to expend such sums of money for the purposes aforesaid or any of them as may be thought necessary or expedient.

(21) To undertake on behalf of the Company payment of all rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company.

(22) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal with or otherwise turn to account, any property (moveable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.

(23) To let, sell or otherwise dispose off subject to the provisions of the Act and of other Articles, any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment or satisfaction for the same in cash or otherwise as it thinks fit.

(24) At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions, (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers which may, under the Act or these Articles, be exercised only by the Board), and for such period and subject to such conditions as the Board may from time to time think fit.

(25) Subject to provisions of the Act and the Articles, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all negotiations and contracts and, vary all such contracts, for and on behalf of the Company, as they may consider expedient.

XVIII. MANAGING DIRECTOR AND WHOLE TIME DIRECTORS

166. Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be Managing Director, and Joint Managing Director and/or whole-time Director (s) of the Company for such term not exceeding five years at a time as they think fit, to manage the affairs and business of the Company and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or other in his or their place or places.

Power to appoint
Managing Director,
Vice-Chairman and
Joint Managing
Director and/or
whole-time
Director(s)

167. Subject to the provisions of the Act and of these Articles, the Managing Director and the Joint Managing Director or whole time Director shall not, while he continues to hold that office be subject to retirement by rotation but he shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately cease to be Managing Director, and Joint Managing Director or whole time director, respectively if he ceases to hold the office of Director from any cause.

What provisions they will be subject to

168. The remuneration of the Managing Director and Joint Managing Director and/or Whole-time Directors(s) shall (subject to provisions of the Act and of these Articles and of any contract between him and the Company) be fixed by the Directors, from time to time and may be by way of fixed salary, or commission on profits of the Company, or by participation in such profits, perquisites, benefits or by any or all of these and/or other modes.

Remuneration of Managing and/or whole-time Director (s)

169. Subject to the Superintendence, control and direction of the Board of Directors, the day to day management of the Company shall be in the hands of the Directors appointed under Article 166, with power to the Board of Directors to distribute such day to day management functions among such Directors in any manner as deemed fit by the Board, or to delegate such power of distribution to any one of them. The Board may from time to time entrust to and confer upon the Directors appointed under Article 166, save as otherwise provided in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient, and they may subject to the provisions of the Act and these Articles confer such powers, either collectively with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke withdraw, alter or vary all or any of such powers.

Powers and duties of Managing and/or Whole-time Director (s)

XIX. MINUTES

170. (1) The Company shall cause minutes of all proceedings of every general meeting of any class of members and creditors and every resolution passed by postal ballot and of all proceedings of every meeting of the Board to be kept by making within thirty days of the conclusion of every such meeting or passing of resolution by postal ballot, entries thereof in books kept for that purpose with their pages consecutively numbered.

Minutes

(2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:-

(a) in the case of minutes or proceedings of a meeting of the Board or of a Committee thereof, by the Chairman of the said meeting or Chairman of the next succeeding meeting; and

(b) in the case of minutes of the proceedings of the general meeting and postal ballot, by the Chairman of the said meeting or Chairman of the company respectively within the aforesaid period of thirty days or, in the event of the death or inability of that Chairman within that period,

by a Director duly authorized by the Board for the purpose.

(3) In no case the minutes of the proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

(4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.

(6) In the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes shall contain:-

- (a) the names of the Directors present at the meeting;
- (b) all resolutions and proceedings of the Board; and
- (c) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.

(7) Nothing contained in Clause (1) to (6) hereof shall be deemed to require the inclusion in any such minutes of any matters which in the opinion of the Chairman of the meeting:

- (a) is or could reasonably be regarded as defamatory of any person;
- (b) is irrelevant or immaterial to the proceedings; or
- (c) is detrimental to the interests of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

171. Any such minutes; if purporting to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting, shall be evidence of the proceedings. Minutes to be considered evidence

172. Where minutes of the proceedings of any general meeting of the Company or of any meeting of the Board or a Committee of the Directors have been made and signed in accordance with the provisions of Article 170 then until the contrary is proved, the meeting shall be deemed to have been duly called and held and all proceedings thereat to have been duly taken place and in particular all appointments of Directors or Liquidators made at the meeting shall be deemed to be valid. Presumption to be drawn where Minutes duly drawn and signed

XX. THE SEAL

173. (1) The Board shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Board shall provide for the safe custody of the Seal for the time being. The Seal, its custody and use

(2) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director and of the secretary or such other person as the Board may appoint for the purpose; and that director and the secretary or other person aforesaid shall sign every instrument to which the Seal of the Deeds how executed

Company is so affixed in their presence.

XXI. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

174. (1) Subject to the provisions of the Act, —

A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(2) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

XXII. DIVIDENDS AND RESERVES

175. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

Company in general meeting may declare dividend

176. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such time as it thinks fit.

Interim dividend

177. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

Declaration of Directors as to net profits conclusive

178. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Effect of transfer

179. No member shall be entitled to receive payment of any dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares on account of calls or otherwise. The Board of Directors may deduct from any dividend payable to any member all such sums of money, if any presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

No members to receive dividend whilst indebted to the Co. and Company's right to reimbursement thereof

180. (1) Subject to the right 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, but if and so long as nothing is paid-up on any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

Dividends in proportion to amount paid-up

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this regulation as paid on the share.

(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 dividend as from a particular date such share shall rank for dividend accordingly.

181. The Board may retain dividends payable upon shares in respect of which any person, under the Transmission Clause hereinbefore

contained, is entitled to become a member, until such person becomes a member in respect of such shares.

182. (1) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit 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 provision for meeting contingencies or paying for any expense 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.

Reserves

(2) The Board may also carry forward any profits which they may consider not to divide, without setting them aside as a reserve.

183. If two or more persons are registered as joint holders of any shares, any one of such persons may give effectual receipt for any dividend or other moneys payable in respect of such shares.

Receipts

184. No dividend shall bear interest against the Company.

No Interest on
dividends

185. (1) Any dividend payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post or courier directed to the registered address of the holder or, in the case of joint holders, to account or registered address of the holder who is first named in the register of members or to such person and/or such account or address as the holder or the first joint holder may in writing direct.

Dividends in cash

(2) Payment of dividend in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company shall not be responsible for a payment which is lost or delayed. The Company will be deemed to have made payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

186. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member and delivered to the company and if or to the extent that the same is accepted as such or acted upon by the Board.

187. Any general meeting declaring dividend may make a call on the numbers 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 the dividend, may, if so arranged between the Company and the members, be set off against the calls.

Dividend and call
together

XXIII. CAPITALISATION OF PROFITS AND RESERVE

188. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve:

Capitalisation

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the securities premium account or to the credit of the profit and loss

account, or otherwise available for distribution; and

(b) that such sum be accordingly, set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained to 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, credited as fully paid up, to and amongst such members in the proportions aforesaid;
- (iii) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

(3) A Securities Premium Account and a Capital Redemption Reserve Account may, for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

189. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:

Fractional
certificates

- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares; and
- (b) generally do all acts and things required to give effect thereto.

(2) The Board shall have full power:

- (a) to make such provisions, 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;
- (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized or the amounts remaining un-paid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.
- (4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including

distribution of new equity shares and fractional certificates as they think fit.

XXIV. BUY-BACK OF SHARES

190. Notwithstanding anything contained in these Articles but subject to the provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

XXV. BOOKS AND DOCUMENTS

191. (a) The Company shall keep proper books of account in accordance with the Act at the registered office of the Company or at such other place in India as the Board of Directors think fit with respect to: Books to be kept by the Company

- (i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
- (ii) all sales and purchases of goods by the Company;
- (iii) the assets and liabilities of the Company;
- (iv) if so required by the Central Government, such particulars relating to utilization of material or labour or to other items of costs as may be prescribed by that Government;

(b) Where the Company has branch office, whether in or outside India, the Company shall be deemed to have complied with the provisions of Clause (a) if proper books of account relating to the transactions effected at the branch offices are kept at that office and proper summarized return made up to dates at intervals of not more than three months are sent by the branch office to the Company at its registered office or other place referred to in clause (a).

(c) The books of account and other books and papers shall be open to inspection by Director during business hours.

192. (1) The books of account and books and papers of the Company, or any of them, shall be open to inspection of Directors in accordance with applicable provisions of the Act and the Rules.

(2) No member (not being a Director) shall have any right of inspecting books of account or book or document of the Company except as conferred by law or authorised by the Board.

XXVI. AUDIT

193. Auditors shall be appointed and their qualifications, rights and duties regulated in accordance with the Act. Audit

194. Every account of the Company when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive. Accounts when audited to be conclusive

XXVII. REGISTERS AND DOCUMENTS

195. The Company shall maintain and keep registers, documents and returns required to be maintained under the Act and the Rules at its registered office. However, the register of members and other security holders may be kept and maintained at any place other than the registered office of the company as may be previously approved by the members or other security holders by a special resolution. Such registers and copies of annual returns shall be open for inspection during normal working hours of the Company on all working days except Saturdays by the persons entitled thereto, on payment, where required, of such fees as may be fixed by the Board not exceeding the limit prescribed under the Act or the Rules, as the case may be.

Registers and documents to be maintained by the Company

XXVIII. WINDING UP

196. If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at commencement of the winding up on the shares held by them respectively. And if in a winding up, the assets, available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst members in proportion to the capital paid up at the commencement of the winding up or which ought to have been paid up, on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holder of shares issued upon special terms and conditions.

Distribution of assets

197. (1) If the Company shall be wound-up, whether voluntarily or otherwise, the Liquidators may with the sanction of a special resolution divide among the contributories in species or kind the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Distribution in specie or kind

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution passed under the Act.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the Special Resolution by notice in writing direct the Liquidator, to sell his proportion and pay him the net proceeds, and the Liquidator, shall, if

practicable, act accordingly.

198. A Special Resolution sanctioning a sale to any other company duly passed pursuant to the Act may subject to the provisions of the Act, in like manner as aforesaid determine that any shares or other consideration receivable by the liquidators be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred upon the members under the Act..

Rights of
shareholders in case
of sale

XXIX. INDEMNITY

199. (1) Subject to provisions of the Act, every director, managing director, whole-time director, manager, chief executive officer, company secretary, chief financial officer or any other employee of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, expenses and losses (including properly incurred travelling, lodging and boarding expenses) which such person may incur or become liable for by reason of any contract entered into or act or deed done or not done by him in his capacity as such or in any way in the discharge of duties in his capacity.

Indemnity

(2) Every officer and employee of the Company referred in clause (1) above shall be indemnified out of the assets of the Company against any liability and expenses incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

(3) The Company may take and maintain any insurance as the Company may deem fit for and its present and/or former directors, key managerial personnel and other officers for indemnifying them or any of them against any liability for any acts or omission in relation to the Company for which they may be held liable.

XXX. SECRECY CLAUSE

200. No member shall be entitled except to the extent expressly permitted by the Act or these Articles to visit to inspect the Company's works or to enter upon the property of the Company without the permission of the Board of Directors or the Managing Director or to require discovery of or any information respecting any detail of the Company's business or accounts or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process 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.

Secrecy Clause

XXXI. GENERAL POWER

201. (1) Wherever in the Act or the Rules it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction or take action only if the Company is so authorized by its articles of association, then in that case then this Article authorizes and empower the Company to have such

rights, privileges or authorities and to carry out such transaction or take such action as have been permitted by the Act or the Rules, without there being any specific Articles in that behalf herein provided.

(2) Wherever in the Act or the Rules it has been provided that the fee for inspection, copy or extract of any register, annual return or minutes of general meeting required by any member or persons other than members or the issue of share certificates beyond free limit provided under the Act or the Rules, shall be such as provided in the Articles of Association of the Company, then such fee shall be such as is fixed by the Board, from time to time, subject that the sum so fixed shall not exceed the limit, if any, provided under the Act or Rules, as the case may be.

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

Name Occupation and the description of the Subscriber	Occupation and Address of the Subscriber	Shares agreed to be subscribed by subscriber	Signature of the subscriber	Signature of the witness, the name, address and description
Jyotindra Bhagwanlal Mody Son of Bhagwanlal Mody (Business)	(Business) 7, Avillion, Little Gibbs Rd, Bombay-6.	40 (Forty) Equity Shares	Sd. J.B. Mody	J. K. Shah
Ansuya Jyotindra Mody wife of Jyotindra Mody (Business)	- do- (Business)	10 (Ten) Equity Shares	Sd. Ansuya J. Mody	Jitendra Kantilal Shah
Dinesh Bhagwanlal Mody Son of Bhagwanlal Mody (Business)	Maheshwar Niketan, Peddar Rd., Bombay-26. (Business)	40 (Forty) Equity Shares	Sd. D. B. Mody	Son of Kantilal Shah
Kumud Dineshchandra Mody Wife of Dineshchandra Mody (Business)	- do- (Business)	10 (Ten) Equity shares	Sd. Kumud D. Mody	Chartered Accountant C/o. J. K. Shah & Co.
Shirish Bhagwanlal Mody Son of Bhagwanlal Mody (Business)	Kshitij, Flat No. 232, 47 Nepen Sea Rd., Bombay-6. (Business)	40 (Forty) Equity Shares	Sd. S. B. Mody	16, Palton Road, Bombay- 1.
Bharati Shirish Mody wife of Shirish Mody (Business)	- do- (Business)	10 (Ten) Equity shares	Sd. Bharati S. Mody	
Pallavi Bharat Mehta wife of Bharat Mehta (Business)	"Guide" Flat No.23, Nepean Sea Rd., Bombay-6. (Business)	10 (Ten) Equity shares	Sd. P.B. Mehta	
Total		160 One hundred Sixty Equity Shares		

Bombay

Dated : 16th day of November, 1976

Crawford Bayley & Co.

Filed Copy of 10:00
 (original) do 6:00
 Total Rs 16:00

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 66 OF 1955
 CONNECTED WITH
 COMPANY APPLICATION NO. 393 OF 1954

In the matter of the Companies Act,
 1956, (I of 1956);

AND

In the matter of J.B. Mody Chemicals
 & Pharmaceuticals Limited.

J.B. Mody Chemicals & Pharmaceuticals)
 Limited, a company incorporated under)
 the Companies Act, 1956 (I of 1956).)
 and having its Registered Office at)
 Sheth Govindrao Bhatia, 83 B and C,)
 Dr. Annie Besant Road, Worli,)
 Bombay - 400 018.) Petitioners.

-Versus-

J.B. Chemicals and Pharmaceuticals)
 Private Limited, a company incorpo-)
 rated under the Companies Act, 1956)
 (I of 1956), and having its Regis-)
 tered Office at Plot P-10, Shiv-)
 wshape, P.O. Chansoli, Dist. Thane..) Respondents

Coram: Parakh J.

Date: 24th April, 1955.

Upon the Petition of J.B. Mody Chemicals and
 Pharmaceuticals Limited, the Petitioner Company above-
 named solemnly declared on the 31st day of January, 1955
 and presented to this Court on the same day for sanction

of a Compromise or Arrangement embodied in the Scheme of Amalgamation of J.B. Chemicals and Pharmaceuticals Private Limited (hereinafter referred to as "the Transferor Company") with the Petitioner Company (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as prayed in the Petition and the said Petition being this day called on for hearing and final disposal AND UPON READING the Order dated the 19th day of December 1984 made by this Honourable Court in Company Application No. 393 of 1984 whereby the Transferee Company was ordered to convene a meeting of its Equity Shareholders for the purpose of considering and, if thought fit, approving with or without modification, the Compromise or Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company being Exhibit 'C' to the Affidavit of Anupam Pravinchandra Mehta dated the 19th day of December, 1984 in support of the said Company Application No. 393 of 1984 AND UPON PERUSING the issue of the "Free Press Journal" dated the 35th day of December 1984 and "Kavashakti" dated the 26th day of December, 1984 both containing the advertisements of the Notice convening the said meeting directed to be held by the said Order dated the 19th day of December, 1984 AND UPON READING the Affidavit of Anupam Mehta dated the 14th day of January, 1985 proving the publication and despatch of the Notices convening the said meeting AND UPON READING the Report dated the 24th day of January, 1985 of Jyotindra Bhagwanlal Noddy, the Chairman appointed of the said meeting of the Equity Shareholders of the Transferee Company as to the

6.

Transferor Company. AND THIS COURT DOETH FURTHER ORDER that with effect from the 1st day of April, 1984 (hereinafter referred to as "the Appointed Day"), the entire undertaking of the Transferor Company including all its properties, moveable and immoveable, investments and other assets of whatever nature including the industrial licences and other licences, approvals, rights, authorisations, trade marks, trade names, patents and other industrial properties, leases, tenancy rights, goodwill and all other rights and powers of every kind, nature and description whatsoever of the transferor company as mentioned in the said Scheme of Amalgamation be, without any further act or deed, transferred to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company for all estate and interest of the Transferor Company therein but subject nevertheless to all charges, if any, now affecting the same AND THIS COURT DOETH FURTHER ORDER that with effect from the appointed day, all debts, liabilities, duties and obligations of the Transferor Company be transferred to and vested in the Transferee Company, without any further act or deed, and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to, and become the debts, liabilities, duties and obligations of the Transferee Company AND THIS COURT DOETH FURTHER ORDER that all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company AND THIS COURT DOETH FURTHER ORDER that the Transferee Company do, without any further application, allot

to the members of the Transferor Company shares in the Transferee Company to which they are entitled to in terms of the said Scheme sanctioned herein AND THIS COURT DOETH FURTHER ORDER that the Transferee Company do within 30 days from the date of sealing of this Order or such other further Order that may be passed about the lodging of the certified copy of the order dissolving the transferor company without winding up which order is reserved, cause a certified copy of this order or such other further order that may be passed to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration and on such certified copy being so delivered and on dissolution of the transferor company without winding up, the Registrar of Companies, Maharashtra, Bombay shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the Transferee Company shall be consolidated accordingly AND THIS COURT DOETH FURTHER ORDER that the parties to the Compromise or Arrangement embodied in the Scheme of Amalgamation or any other person or persons interested shall be at liberty to apply in the above matter to this Hon'ble Court for any direction that may be necessary for the purpose of carrying out or giving effect to the Compromise or Arrangement embodied therein AND THIS COURT DOETH LASTLY ORDER that the Transferee Company do pay a sum of Rs. 300/- to the Regional Director, Company Law Board,

Bombay towards the cost of the said Petition.
WITNESS SHRI M.H. KANIA, the Acting Chief
Justice at Bombay, aforesaid, this 24th day
of April, 1985.

By the Court, *sd/- K.B. Rajwari*
FOR PROTHONOTARY & SENIOR MASTER

sd/- A. Rodriguez
sd/- 24 May 1985

Order sanctioning scheme of)
Amalgamation drawn on the)
application of M/o Crawford)
Bayley & Co., Advocates for)
the Petitioner Company having)
their Office at State Bank)
Building, N.C.M. Vaidya Marg,)
Fort, Bombay 400 023.)

5.

Crawford Bayley & Co.

Printed Copy Rs 3.20
 Journal Rs 6.00
 Total Rs 9.20

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 66 OF 1985.
 CONNECTED WITH
 COMPANY APPLICATION NO. 303 OF 1984

In the matter of the Companies Act,
 1956 (I of 1956);

And

In the matter of J.S. Mody Chemicals
 and Pharmaceuticals Limited.

J.S. Mody Chemicals and Pharmaceuticals)
 Limited, a Company incorporated under)
 the Companies Act, 1956 (I of 1956))
 and having its Registered Office at)
 23, B and C, Dr. Annie Besant Road,)
 Worli, Bombay 400 018 ...) Petitioner

Versus

J.S. Chemicals and Pharmaceuticals)
 Private Limited, a Company incorpora-)
 -ted under the Companies Act, 1956)
 (I of 1956) and having its Registered)
 Office at Plot P-10, Shivdashepe,)
 P.O. Chaneali, Dist. Thane.) Respondent

FORAM S.K. DESAI J.

DATE : 24th June 1985.

UPON READING the Petition of J.S. Mody Chemicals and
 Pharmaceuticals Limited, the Petitioner abovesaid, solemnly
 declared on the 31st day of January 1985 and presented to
 this Honourable Court on the same day praying for sanction

of a Compromise or Arrangement embodied in the Scheme of Amalgamation of the Respondent Company (hereinafter referred to as "the Transferor Company") with J.B. Mody Chemicals and Pharmaceuticals Limited, the Petitioner abovesaid (hereinafter referred to as "the transferee Company") and for other consequential reliefs as mentioned in the said Petition AND UPON READING the Order dated the 24th day of April 1985 AND UPON READING THE REPORT of the Official Liquidator dated the 6th day of June 1985 whereby he has opined that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or the public interest AND UPON HEARING Shri J.I. Mehta (with Shri N.D. Buch) Advocate, instructed by Messrs. Crawford Bayley & Co., Advocates for the transferee Company AND Miss S.I. Shah, Advocate for the Company Law Board who submit to the orders of the Court AND UPON the Official Liquidator appearing through the Deputy Official Liquidator Shri B.B. Sawhney and submitting to the presence of the Court, THIS COURT DOETH ORDER that the Transferor Company be dissolved without winding up and that the Transferee Company do file a certified copy of this Order with the Registrar of Companies, Maharashtra, Bombay, within 30 days of sealing of this Order. WITNESS SHRI K. MADHAVA REDDY, the Chief Justice at Bombay, the aforesaid this 24th day of June 1985.

By the Court.

Sd/- K.B. Poojary

For the Prothonotary & Senior Master.

FILED

at

FILED

295 of June 1985

HIGH COURT

O. D. C. J.:

COMPANY PETITION NO. 66 OF 1985
CONNECTED WITH

COMPANY APPLICATION NO. 393 OF 1984

In the matter of the
Companies Act, 1956(I of '56)
And

In the matter of J.B. Pody
Chemicals & Pharmaceuticals
Ltd.

J.B. Pody Chemicals and
Pharmaceuticals Ltd .. Petitioner
Versus

J.B. Chemicals and
Pharmaceuticals P Ltd.. Respondent.

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O R D E R

Dated this 24th day of June 1985

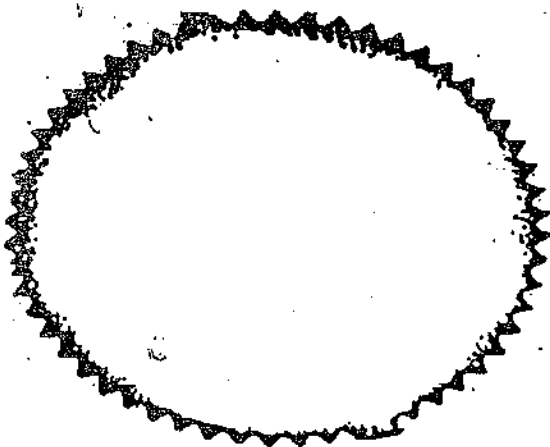
Filed this 29th day of June, 1985.

Admitted on 29/6/85
Dated as 29/6/85
Section 17(1) of the Companies Act, 1956
Dated 29/6/85
Dated by 29/6/85
Dated with 29/6/85
Dated as 29/6/85

M/s Crawford Bayley & Co.
Advocates for the Petitioner,
State Bank Building,
N.G.N. Vaidya Park,
Fort, Bombay 400 023.

dk

Order dated 24-6-1988)
drawn on the Application of)
M/s Crauford Bayley & Co.,)
Advocates for the Transferor)
Company, having their office)
at the State Bank Buildings,)
H.G.M. Valiya Marg, Fort,)
Bombay 400 023.)



CERTIFIED TO BE A TRUE COPY.

Date 29.5.88 by J. K. S. S.

Secretary and General Manager

SCHEME OF AMALGAMATION

OF

J.B. CHEMICALS AND PHARMACEUTICALS PVT. LTD.

WITH

J.B. MODY CHEMICALS & PHARMACEUTICALS LTD.

- (1) This Scheme of amalgamation is presented for the amalgamation of J. B. Chemicals & Pharmaceuticals Pvt. Ltd. (hereinafter referred to as "JB" with J. B. Mody Chemicals & Pharmaceuticals Ltd. (hereinafter referred to as "MODY") pursuant to the relevant provisions of the Companies Act, 1956.
- (2) (a) The authorised share capital of JB is Rs. 20,00,000 divided into 80,000 Equity Shares of Rs. 200/- each. The issued, subscribed and paid-up capital of JB is Rs. 9,14,000 divided into 9140 equity shares of Rs. 100/- each.
- (b) The authorised share capital of MODY is Rs. 300,00,000 divided into 2,50,000 Equity Shares of Rs. 100/- each and 10,000 Redeemable Cumulative Preference Shares of Rs. 100/- each. The issued, subscribed and paid-up capital of MODY is Rs. 2,24,000/- divided into 2240 equity shares of Rs. 100/- each.
- (3) With effect from the 1st April 1984 (hereinafter called "the Appointed Date") all the properties, moveable and immovable, investments and other assets of whatsoever nature including industrial licences, drug licences, and other Licences, all approvals, rights, authorisations, trade marks, trade names, patents, and other industrial properties, leases, tenancy rights, good-will and all other rights and powers of every kind, nature and

description, including but without being limited to those mentioned herein of JB shall, without further act or deed, be transferred to and/or deemed to be transferred to and vested in MODY so as to become the properties of MODY pursuant to the Order under Section 394 of the Companies Act, 1955.

- (4) From the Appointed Date until the Effective Date (as defined in clause 23 hereof) JB shall stand possessed of all its properties and assets referred to in clause 3 above in trust for MODY and shall account for the same to the latter.
- (5) With effect from the appointed date, all debts, liabilities, duties and obligations (hereinafter referred to as "the said liabilities") of JB shall, without further act or deed, also be transferred or deemed to be transferred to and vested in MODY so as to become the debts, liabilities, duties and obligations of MODY.
- (6) With effect from the appointed date and till the effective date, JB shall not do anything other than what it has been doing hitherto before except with the concurrence of MODY. During the said period JB shall not vary, except in the ordinary course of business, the terms and conditions of employment of any of its employees.
- (7) With effect from the appointed date, JB shall be deemed to have been holding and to hold

the said assets for and on behalf of MODY until the effective date. JB hereby undertakes to hold the said assets with utmost prudence until the effective date.

- (8) Between the appointed date and the effective date, JB shall not, without the concurrence of MODY, alienate, charge or otherwise deal with any of the said assets except in the ordinary course of business.
- (9) Subject to the provisions of Clause 15 hereof as regards the payment of dividend, income accruing to JB, or losses or expenses arising or incurred by it after the appointed date upto the effective date which, for all purposes, shall be treated as the income or losses or expenses as the case may be, of JB and JB shall carry on the business in trust for and on behalf of MODY.
- (10) Subject to other provisions of this Scheme, all contracts, deeds, agreements and other instrument to which JB is a party subsisting or operative immediately on or after the effective date, shall be in full force and effect against or in favour of JB as the case may be and may be enforced as fully and effectively as if instead of JB, MODY had been a party hereto.
- (11) All proceedings by or against JB pending at the appointed date and relating to the property, assets, debts, liabilities, duties and

obligations referred to in Clause 3 and 4 thereof of JB shall be continued by or against JB until the effective date at its costs and, risks and as and from the effective date shall be continued and enforced by or against MODY as the case may be.

- (12) The transfer of the said assets and the said liabilities of JB under clauses 3 and 5 hereof to MODY and the continuance of all contracts or proceedings by or against JB under clauses 10 and 11 shall not effect any contracts or proceedings relating to the assets already concluded by JB on or after the appointed date to the intent that MODY accepts and adopts all acts deeds matters and things done and or executed by JB in regard thereto as having been done or executed on behalf of MODY.
- (13) Upon the scheme of Amalgamation becoming effective in consideration of the transfer in favour of MODY under the foregoing clauses of the said assets of JB, MODY shall without further application issued and allot to every shareholder of JB, 17 equity shares of the face value of Rs.100 each of MODY credited as fully paid up for every 1 equity share of Rs.100 each of JB. The equity shares to be issued in terms thereof shall be subject to the Memorandum and Articles of Association of MODY. For the purpose of this Scheme, a member of JB shall be deemed to include his or his legal representatives, successors and/or assigns.

- (14) It is hereby expressly agreed by and between the parties hereto that certificates representing the equity shares and the respective entitlements of the members of JB shall be sent by MODY under registered post or delivered in person only on surrender and in exchange for the certificate of shares held by them in JB and where certificates representing the shares held in JB cannot be so surrendered for good reasons, such procedure for delivery of certificates shall be followed as may be laid down by the Board of Directors of MODY. Notice for surrender of the shares held in JB shall be given by MODY without delay after the effective date.
- (15) The Equity Shares of MODY to be issued and allotted to the shareholders of JB shall rank parri passu in all respects with the existing equity shares of MODY including the entitlement to dividends in respect of all dividends declared after the effective date. Notwithstanding any other provisions of this Scheme, MODY and JB shall be entitled to declare and pay dividend prior to the effective date in respect of current earnings upto the effective date.
- (16) Until the effective date, neither MODY nor JB shall issue or allot any rights shares or bonus shares within the respective authorised share capital for the time being.

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(17) So much of the share capital of MODY as may be necessary shall be appropriated to the shareholders of JB in proportion and in the manner provided by clause 13 above and shall with all reasonable despatch after the scheme shall finally take effect be issued allotted and credited as fully paid up to such shareholders accordingly.

(18)(12) (a) JB shall with all reasonable despatch make an application to the High Court of Judicature at Bombay under section 391 of the Companies Act 1956 seeking orders for one or more meetings to be called, held and conducted in such manner as the High Court may direct.

(b) MODY shall with all reasonable discharge make an application to the High Court of Judicature at Bombay under section 391 of the Companies Act, 1956 seeking orders for one or more meetings to be called, held and conducted in such manner as the High Court may direct.

(c) On this scheme being agreed to by requisite majorities of the members of JB and of the members of MODY or if required by majority or majorities of any class or classes of MODY, each of them, JB and MODY shall with reasonable despatch apply to the High Court of Judicature at Bombay for sanction of the Scheme under section 394 of the Companies Act 1956 for such further order or orders thereunder, as the Court may

deem fit for carrying on this scheme into effect and for dissolution of JB without winding up.

- (19) MODY and JB by their respective Board of Directors may consent to any modifications or amendments of the scheme which may be in the best interest of the Companies concerned or to any condition that Court may deem fit to impose and after dissolution of JB, MODY (by its Board of Directors) shall be authorized to give such directions or take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reasons of any order of the Court or of any directive or order of any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme and/or any matter concerned therewith.
- (20) All subsisting Agreements of JB relating to the use of trade marks (including logos) and/or technology shall continue for the benefit of MODY and new agreements will be entered into which may be terminated by JB by giving 30 days' advance notice in writing to all concerned companies.
- (21) On this Scheme finally taking effect as aforesaid :-
- (a) all employees of JB on the effective date will become the employees of MODY with effect from the effective date without any

break or interruption in service and on terms not less favourable to them.

- (b) JB will not continue to function as an independent company but will be merged with MODY and the amalgamated company shall function under a new name called J.B. Chemicals & Pharmaceuticals Limited subject to the approvals from the Registrar of Companies. All agreements entered into by JB with its Bankers, trade unions, distributors, stockists, etc. shall continue to be in full force and effect and may be enforced as fully and effectively instead of JB; MODY had been a party thereto.

- (c) All business activities engaged in by JB shall be continued by MODY under the new name, and all agreements entered into by MODY with its bankers, trade unions, distributors, stockists, agents, etc. shall continue to be in full force and effect and may be enforced by or against the amalgamated company under the new name.
- (22) This Scheme is conditional on and subject to :

- (a) the requisite sanction or approval, if any, of the Controller of Capital Issues under the Capital Issues Control Act 1947 and of any other appropriate authorities being obtained and granted in the above matters in respect of which such sanction or

- approval is required.
- (b) the approval of and agreement to the Scheme by the requisite majority of the members of MODY and of the members of JB.
 - (c) the necessary resolution, if any, by the members of MODY under Section 81 of the Companies Act, 1956.
 - (d) sanctions, if any, of the High Court of Judicature at Bombay under Section 391 of the Companies Act, 1956 and necessary order under Section 394 of the Act being obtained.
 - (e) approvals, if any, of the financial institutions/banks under the loan agreements/security documents executed by MODY and JB.
29. This Scheme a-lthough to come into operation from the appointed date and so far not become effective until the last of the following dates, namely: (a) that on which last of the aforesaid consents, approvals, permissions, resolutions, agreements necessary sanctions and orders shall be obtained and passed (b) that on which all necessary certified copies of the orders under Sections 391 and 394 of the Act shall be duly filed with the appropriate Registrars of Companies -
- the last of such dates shall be the effective date for the purpose of this Scheme.

- (24) In the event of any of the approvals or conditions enumerated in clause 22 are not being obtained or complied with on or before 31st December 1985 or with such further periods or period as may be agreed upon by and between JB and MODY (through their respective Board of Directors) the Scheme shall become null and void and in that event no right or liabilities whatsoever shall accrue to or be incurred inter se between JB and MODY.
- (25) All costs, charges and expenses of JB and of MODY respectively in relation to or in connection with the negotiations leading to this scheme and to the agreement between the parties hereto in respect thereof and of carrying out and completing the terms and provisions of this scheme and the agreement between the parties hereto relating thereto and of incidental nature of the completion of the amalgamation and merger of JB in pursuance of this scheme shall be borne and paid by JB & MODY and JB in equal shares, provided the amalgamation is not approved by the High Court.

CERTIFICATE TO BE A TRUE COPY.

THIS 8th day of May 1985

Prothonotary and Sealary Office

HIGH COURT
O. O. C. J.

COMPANY PETITION NO. 66 OF 1986

CONNECTED WITH:

COMPANY APPLICATION NO. 393 OF 1984

In the matter of the
Companies Act, 1956
(1 of 1956);

And
In the matter of J.B.
Mody Chemicals and
Pharmaceuticals Ltd.

J.B. Mody Chemicals and
Pharmaceuticals Ltd .. Petitioners
V/s
J.B. Chemicals and
Pharmaceuticals Pvt Ltd .. Respondents

CERTIFIED COPY OF

ORDER SANCTIONING THE SCHEME OF
AMALGAMATION.

Dated this 24th day of April, 1986

Filed this 7th day of May, 1986.

Agreed to
Agreed to
Agreed to
Agreed to
Agreed to
Agreed to
Agreed to
Agreed to
Agreed to
Agreed to

Reside Crawford Bayle & Co.
Advocates for the Petitioners,
BOHRA-400 023.

bw

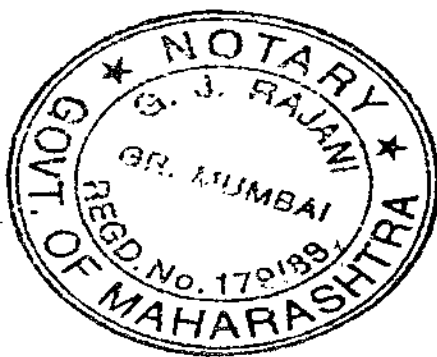
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24911
Additional No. 6.00
Total No. 22.50

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 869 OF 2000
CONNECTED WITH
COMPANY APPLICATION NO.369 OF 2000.

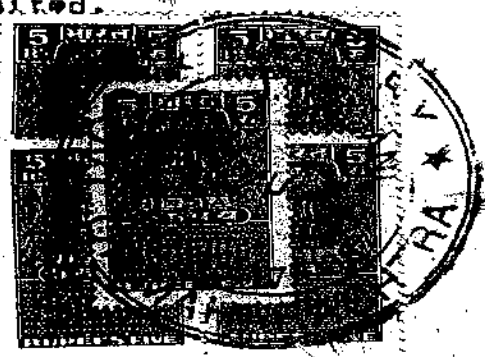
In the matter of Sections 391 and
394 of the Companies Act, 1956 (1
of 1956);

And

In the matter of a Scheme of
Arrangement Between Ifiunik
Pharmaceuticals Limited, Unique
Pharmaceutical Laboratories Limited
and J.B. Chemicals &
Pharmaceuticals Limited.



J.B. Chemicals Pharmaceuticals)
& Limited a Company incorporated)
under the Companies Act, 1956)
having its Registered Office at)
Neelam Centre, "B" Wing, 4th floor)
Hind Cycle Road, Worli,)
Mumbai 400 025)



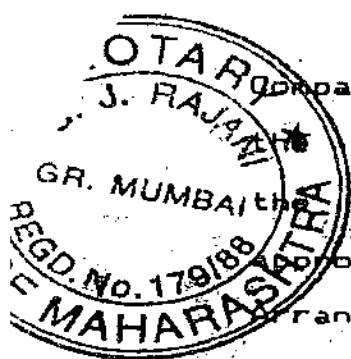
) ... Petitioner.

Coram :Smt. K.K. Baam, J.

Date : 8th November 2000

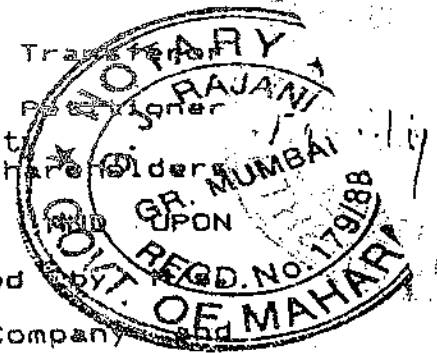
Upon the Petition of J.B. Chemicals Pharmaceuticals &
Limited, the Petitioner Company abovenamed presented to
this Hon'ble Court on 6th day of September 2000 for

sanction of the Scheme of Arrangement between ^{Ifiunik} ~~Unidex~~
Pharmaceuticals Laboratories Limited (hereinafter
referred to as "the Transferor Company 1"), Unique
Pharmaceutical Laboratories Limited (hereinafter
referred to as "The Transferor Company 2") and J.B.
Chemicals & Pharmaceuticals Limited, (hereinafter
referred to as " The Petitioner Company " or "the
Transferee Company") and for other consequential
reliefs as mentioned in the Petition AND the said
Petition being this day called on for hearing and final
disposal AND UPON READING the Petition and the
Affidavit of Mr. Beejal Desai, Company Secretary of the
Petitioner Company dated 6th day of September, 2000
verifying the Petition AND UPON READING the Affidavit
of Mr. Vivek P. Mahagaonkar, Clerk in the Office of
Advocates for the Petitioner Company dated 9th day of
October 2000 proving publication of the Notice of the
date of hearing of the Petition in the issue of "Free
Press Journal" dated 29th day of September, 2000 and
"Navshakti" dated 29th day of September 2000 and also
proving service of notice of hearing of the Petition
upon the Regional Director, Department of Company
Affairs, Maharashtra, Mumbai AND UPON READING Affidavit
of Mr. Beejal Desai dated 7th day of November, 2000
proving despatch of notice of hearing of the Petition
to all the Secured and Unsecured Creditors of the
Petitioner Company AND UPON READING the Order dated 5th
day of July, 2000 made by this Hon'ble Court in Company
Application No.369 of 2000 whereby the Petitioner



Company was directed to convene and hold a meeting of Equity Shareholders of the Petitioner Company for the purpose of considering and if thought fit, approving with or without modification the Scheme of arrangement between the Transferor Company 1, the Transferor Company 2 and the Petitioner Company and holding of the meeting of Secured and Unsecured Creditors was dispensed with in view of the undertaking given by the Petitioner Company in para 22 of the Affidavit in support of the Company Application No. 369 of 2000 to give notice of hearing of the Petition to the creditors of the Petitioner Company AND UPON READING the Affidavit of Mr. Jyotindra B. Mody, Chairman of meeting of the Equity Shareholders of the Petitioner Company dated 31st day of August 2000 proving despatch of the notices convening the meeting of the Equity Shareholders of the Petitioner Company to all the Equity shareholders individually and proving publication of notice convening the meeting of the Equity Shareholders of the Petitioner Company in the issue of Free Press Journal dated 27th July 2000 and Navshakti dated 27th July 2000 AND UPON READING the Report of Mr. Jyotindra B. Mody, Chairman of the meeting of the Equity Shareholders of the Petitioner Company dated 31st day of August 2000 as to the result of the said meeting of the Equity Shareholders AND UPON READING the Affidavit of Mr. Jyotindra B. Mody dated the 31st day of August 2000 verifying the said Report AND IT APPEARS from the said Report of the Chairman

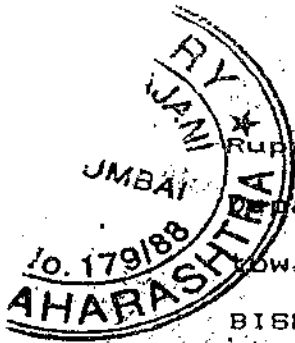
that the Scheme of Arrangement between the Transferor Company 1, the Transferor Company 2 and the Petitioner Company has been approved by all the Equity Shareholders present and voting at the said meeting AND UPON HEARING Ms. Alpna Ghone, Counsel instructed by Kanga & Co., Advocates for the Petitioner Company Mr. C.J. Joy, Panel Counsel with Mr. Rajpal Singh, Company Prosecutor for Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the Order of the Court and no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the Scheme of Arrangement between Ifiunik Pharmaceuticals Limited, the Transferor Company 1, Unique Pharmaceutical Laboratories Limited, the Transferor Company 2 and J.B. Chemicals & Pharmaceuticals Limited, the Petitioner Company as set forth in Exhibit "G" to the Petition and in the schedule hereto AND THIS COURT DOTH HEREBY DECLARE that the same shall be binding on the Petitioner Company, all the members of the Petitioner Company and also on the Transferor Company 1 and the Transferor Company 2 AND THIS COURT DOTH ORDER that with effect from the 1st day of April 2000 (hereafter referred to as the "Appointed Date") all the immovable properties of the Transferor Company 1 and the Transferor Company 2 but relating only to their respective Pharmaceutical Divisions shall without any further act or deed stand



transferred to and vested in the Petitioner Company so
to become the properties of the Petitioner Company
subject to the charges, if any, now affecting the same
AND THIS COURT DOTH FURTHER ORDER that with effect from
the Appointed Date all the debts, liabilities, duties
and obligations of the Transferor Company 1 and the
Transferor Company 2 but relating only to their
respective Pharmaceutical Divisions shall without
further act or deed stand transferred to the Petitioner
Company so as to become the debts, liabilities, duties
and obligations of the Petitioner Company AND THIS
COURT DOTH FURTHER ORDER that all the Legal Proceedings
pending by or against the Transferor Company 1 and the
Transferor Company 2 but relating only to their
respective Pharmaceutical Divisions shall be continued
and enforced by or against the Petitioner Company AND
THIS COURT DOTH FURTHER ORDER that in consideration of
transfer of the Pharmaceutical Division of the
Transferor Company 1 to the Petitioner Company, the
Petitioner Company shall without any application or
deed, issue and allot to every shareholder of the
Transferor Company 1, 7(seven) Equity Share of Rs.10/-
each credited as fully paid up in the Petitioner
Company for every 4 (four) Equity share of Rs.10/- each
fully paid up of the Transferor Company 1 AND THIS
COURT DOTH FURTHER ORDER that in consideration of
transfer of the Pharmaceutical Division of the
Transferor Company 2, to the Petitioner Company, the
Petitioner Company shall without any application or



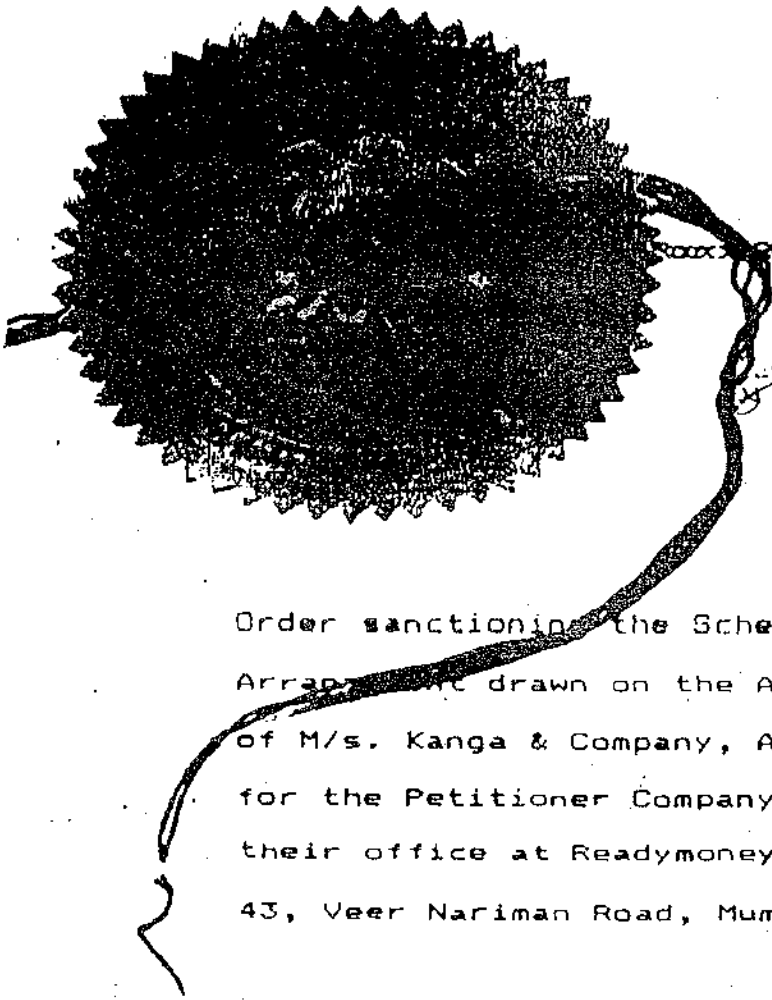
deed, issue and allot to every shareholder of the Transferor Company 2, 1 (one) Equity Share of Rs.10/- each credited as fully paid up in the Petitioner Company for every 1 (one) Equity share of Rs.10/- each fully paid up of the Transferor Company 2 AND THIS COURT DOETH FURTHER ORDER that the Petitioner Company do within 30 days from the date of sealing of this Order cause a certified copy of this order to be delivered to the Registrar of Companies, Maharashtra, Mumbai for registration and on such certified copy of the order being so delivered, the Registrar of Companies, Maharashtra, Mumbai shall place all the files and documents relating to the respective Pharmaceutical Divisions of the Transferor Company 1 and the Transferor Company 2 and registered with him on the files kept by him in relation to the Petitioner Company and consolidate the files relating to the respective Pharmaceutical Divisions of the Transferor Company 1 and the Transferor Company 2 and the Petitioner Company accordingly AND THIS COURT DOETH FURTHER ORDER that the parties to the arrangement embodied in the Scheme of Arrangement sanctioned herein or any other person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any directions that may be necessary with regard to the working of the arrangement embodied in the Scheme of Arrangement sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOETH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.1000/- (



Ruppes (One thousand only) to the Regional Director,
Department of Company Affairs, Maharashtra, Mumbai
towards the costs of the said Petition WITNESS SHRI
BISHESHWAR PRASAD SINGH, Chief Justice at Bombay,
aforesaid this 8th day of November 2000.

BY THE COURT

M. K. V.
for Prothonotary & Senior Master



~~PROTHONOTARY & SENIOR MASTER~~

Dec 2nd 2000

Order sanctioning the Scheme of)
Arrangement drawn on the Application)
of M/s. Kanga & Company, Advocates)
for the Petitioner Company having)
their office at Readymoney Mansion)
43, Veer Nariman Road, Mumbai- 400 001)

SCHEDULE



SCHEME OF ARRANGEMENT BETWEEN IFIUNIK PHARMACEUTICALS LTD., UNIQUE PHARMACEUTICAL LABORATORIES LTD. AND J.B. CHEMICALS AND PHARMACEUTICALS LTD. UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956 AND THEIR RESPECTIVE SHAREHOLDERS IN RESPECT OF THE PHARMACEUTICAL DIVISIONS OF IFIUNIK PHARMACEUTICALS LTD. AND UNIQUE PHARMACEUTICAL LABORATORIES LTD.

PART A

DEFINITIONS:

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

"Act" means The Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force.

"Appointed Day" means the 1st day of April, 2000.

"the Transferor Company 1" means IFIUNIK PHARMACEUTICAL LTD., a company incorporated under the Companies Act, 1956 and having its registered office at Sheth Govind Rao Smruti, 83 B & C Dr. A B Road, Worli, Mumbai 400018.

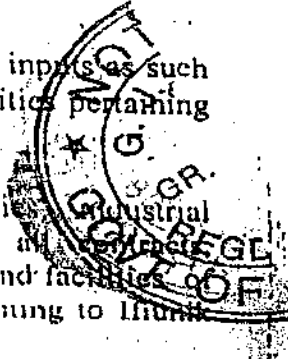
"the Transferor Company 2" means UNIQUE PHARMACEUTICAL LABORATORIES LTD., a company incorporated under the Companies Act, 1956 and having its registered office at Sheth Govind Rao Smruti, 83 B & C Dr. A B Road, Worli, Mumbai 400018.

"the Transferee Company" means J. B. CHEMICALS AND PHARMACEUTICALS LTD., a company incorporated under the Companies Act, 1956 and having its registered office at Neelam Centre, "B" Wing, 4th floor, Hind Cycle Road, Worli, Mumbai 400025.

"Effective Date" means the date on which the certified true copies of the orders of Bombay High Court under sections 391 and 394 of the Act are filed with the appropriate Registrar of companies

"Equity Shares" means the equity shares in Transferor Company 1 and in Transferor Company 2.

"Ifiunik Division" means the Pharmaceutical Division of the Transferor Company 1 on a going concern basis and, without prejudice to the generality of the foregoing, shall include:

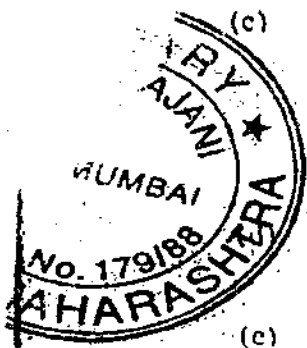
- 
- (a) All assets (movable or immovable) including stock of inputs as such or in process or the capital goods and specified liabilities pertaining to Ifunik Division
 - (b) Permits, quota rights, incentives, concessions, subsidies, industrial and other licences, all the privileges and benefits of all contracts, agreements and all other rights, licences, powers and facilities of every kind, nature and description whatsoever pertaining to Ifunik Division;
 - (c) All permanent employees of the Transferor Company 1 engaged in or in relation to Ifunik Division at their factory at Plot No. 128/1 GIDC Ankleshwar as also at their offices at Sheth Govind Rao Smruti, 83 B & C Dr. A B Road, Worli, Mumbai 400018 and 173, Pritam Society, Nu.2 Muktampur Road, Bharuch;
 - (d) All earnest moneys and/or security deposits paid by the Transferor Company 1 in connection with or relating to Ifunik Division; and
 - (e) All other rights, privileges, benefits attributable to Ifunik Division.

"Specified liabilities of Ifunik Division" means -

- i) the liabilities (including taxes and duties) as on the Appointed Day which arise out of the activities or operations of Ifunik Division;
- ii) the specific loans or borrowings as on the Appointed Day raised, incurred and utilized solely for the activities or operations of Ifunik Division; and
- iii) so much of the amounts of general or multipurpose borrowings (if any) of the Transferor Company 1 as stand in the same proportion which the book value of the assets of Ifunik Division transferred pursuant to this Scheme bears to the total book value of the assets of the Transferor Company 1 as on the Appointed Day.

"Unique Division" means the Pharmaceutical Division of the Transferor Company 2 on a going concern basis and, without prejudice to the generality of the foregoing, shall include:

- (a) All assets (movable or immovable) including stock of inputs as such or in process, or the capital goods and specified liabilities pertaining to Unique Division;
- (b) Permits, quota rights, incentives, concessions, subsidies, industrial and other licences, all the privileges and benefits of all contracts, agreements and all other rights, licences, powers and facilities of every kind, nature and description whatsoever pertaining to Unique Division;



(c) All permanent employees of the Transferor Company 2 engaged in or in relation to Unique Division at their factory at Plot No. 128/1/1, GIDC Ankleshwar as also at their offices at Sheth Govind Rao Smriti, 83 B & C Dr. A B Road, Worli, Mumbai 400018 and 173, Pritam Society No.2 Mukhtampur Road, Bharuch;

All earnest moneys and/or security deposits paid by the Transferor Company 2 in connection with or relating to Unique Division; and

(c) All other rights, privileges, benefits attributable to Unique Division.

"Specified liabilities of Unique Division" means --

- i) the liabilities (including taxes and duties) as on the Appointed Day which arise out of the activities or operations of Unique Division;
- ii) the specific loans or borrowings as on the Appointed Day raised, incurred and utilized solely for the activities or operations of Unique Division; and
- iii) so much of the amounts of general or multipurpose borrowings (if any) of the Transferor Company 2 as stand in the same proportion which the book value of the assets of Unique Division transferred pursuant to this Scheme bears to the total book value of the assets of the Transferor Company 2 as on the Appointed Day.

"Record Date" means such date as may be fixed by the Boards of Directors of the Transferor Company 1 and the Transferor Company 2 and acceptable to the Transferee Company following the Effective Date;

"The Scheme" means this Scheme in its present form or with such modifications as may be incorporated therein as per the orders of the High Court passed sanctioning this scheme.

2. SHARE CAPITAL:

A. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 1 as on the Appointed Day is as under:

Authorised:

10,00,000 Equity Shares of Rs.10/- each Rs.100,00,000

Rs.100,00,000

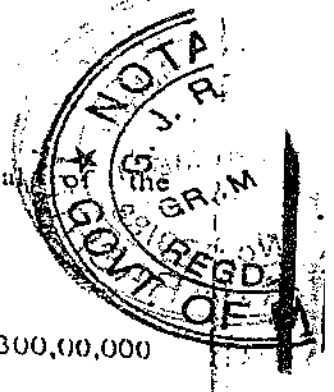
Issued, Subscribed and Paid-up:

460800 Equity Shares of Rs.10/-

each fully paid-up

Rs.46,08,000

Rs.46,08,000



B The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 2 as on the Appointed Day is as under:

Authorised:

30,00,000 Equity Shares of Rs.10/- each

Rs.300,00,000

40,00,000 Preference Shares of Rs.10/- each

Rs.400,00,000

Rs.700,00,000

Issued, Subscribed and Paid-up:

726600 Equity Shares of Rs.10/-
each fully paid-up

Rs.72,66,000

Rs.72,66,000

C The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the Appointed Day is as under:-

Authorised:

2,00,00,000 Equity Shares of Rs.10/- each

Rs.20,00,00,000

Rs.20,00,00,000

Issued, Subscribed and Paid-up:

1,45,26,000 Equity Shares of
Rs.10/- each fully paid-up

Rs.14,52,60,000

Rs.14,52,60,000

PART B

3. (A) Ifinik Division of the Transferor Company 1 shall be transferred to and vested in the Transferee Company in the following manner:



- (a) With effect from the Appointed Day, entire Ifinik Division of the Transferor Company 1 except for the portions specified in sub-clauses (b) and (c) hereof, of whatsoever nature and wheresoever situated and owned by the Transferor Company 1 as on the Appointed Day and incapable of passing by manual delivery, shall under the provisions of Sections 391 and 394 of the Act without any further act, deed, matter or thing but subject to the charges affecting the same as on the Effective Date be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company, so as to become the property of the Transferee Company.
- (b) All the movable assets of the Transferor Company 1 including cash on hand but pertaining only to Ifinik Division of the Transferor Company 1 shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company. The amounts lying with the Banks to the credit of the Transferor Company 1 but pertaining only to Ifinik Division of the Transferor Company 1 shall be transferred to the Transferee Company. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors of the Transferor Company 1 and the Transferee Company within thirty days from the date of the order of the Bombay High Court sanctioning this Scheme.
- (c) In respect of movables other than those specified in sub-clause (b) above, including sundry debtors, outstanding loans, and advances recoverable in cash or in kind or for value to be received and deposits with Government, Semi Government, Local and other authorities and bodies and customers etc, pertaining only to Ifinik Division of the Transferor Company 1, the following modus operandi shall be followed:
- (i) the Transferee Company shall give notice in such form as it may deem fit and proper, to each party, debtor or depositor as the case may be, that pursuant to the Bombay High Court having sanctioned the arrangement between the Transferor Company 1, the Transferee Company and their members and creditors under Sections 391 and 394 of the Act, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company 1 to recover or realise the same stands extinguished and that appropriate entry should be passed in their respective books to record the aforesaid changes.

- (ii) the Transferor Company 1 may also give notice in such form as it may deem fit and proper to each party, debtor or depositor that pursuant to the Scheme, the said party, debtor or depositor should pay the debt, loan or advance or make good the same or hold the same on account of the Transferee Company, and the right of the Transferor Company 1 to recover or realise the same stands extinguished.
- (d) It is clarified that for this purpose, the value of the assets being so transferred shall be the value as appearing in the books of account of the Transferor Company 1 as on the close of business the day just prior to the Appointed Day.
- (e) With effect from the appointed date all profits arisen or losses incurred or reserves created by the Transferor Company 1 which are pertaining to Ifunik Division shall stand transferred to and form part of the Transferee Company under the same name and heading without changing their character.
- (B) It is hereby clarified that the rest of the business and assets (including trade marks and patents) of the Transferor Company 1 other than those specified in clause 3(A) hereto shall continue to be vested in the Transferor Company No.1.
4. It is further clarified that the Specified Liabilities pertaining to Ifunik Division as on the Appointed Day, whether provided for or not in the Books of Accounts of the Transferor Company 1 and all other liabilities relating to Ifunik Division which may accrue or arise after the Appointed Day, but which relate to the period upto the Appointed Day, shall be transferred to and become the liabilities of the Transferee Company.
5. Upon the coming into effect of the Scheme, all legal or other proceedings by or against the Transferor Company 1 under any statute, whether pending on the Appointed Day or which may be instituted in future (whether before or after the Effective Date) in respect of any matter arising before the Effective Date and relating to Ifunik Division as agreed between the Transferor Company 1 and the Transferee Company shall be continued and enforced by or against the Transferee Company after the Effective Date. In the event of any difference or difficulty on whether any specific legal or other proceeding relates to Ifunik Division or not, a certificate jointly issued by the Transferor Company 1 and the Transferee Company as to whether such proceedings relates to Ifunik Division or not, shall be conclusive evidence of the matter.
6. With effect from the Appointed Day and upto and including the Effective Date, the Transferor Company 1:
- (a) shall be deemed to have been carrying on and to be carrying on all business and activities relating to Ifunik Division of the Transferor Company 1 and stand possessed of the properties so to be transferred, in trust for the Transferee Company;

(b) All profits accruing to the Transferor Company 1 or losses arising or incurred by it relating to Himik Division shall, for all purposes, be treated as the profits or losses as the case may be of the Transferee Company.

The Transferor Company 1 hereby undertakes that with effect from the Appointed Day and upto and including the Effective Date:

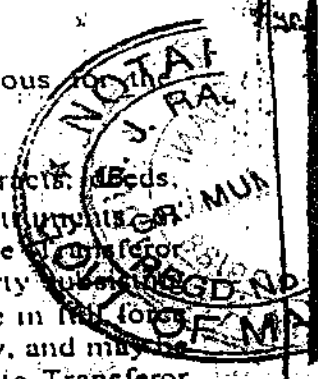
(a) it shall carry on its business with proper prudence and not (without the prior written consent of the Transferee Company) alienate, charge or otherwise deal with or dispose of Himik Division or any part thereof (except in the ordinary course of business) nor undertake any new business of a substantial expansion of its existing business;

(b) it shall not utilise the profits, if any, relating to Himik Division either for the purposes of declaring or paying any dividend in respect of the period falling on and after the Appointed Day or for issue and allotment of bonus or rights shares to its shareholders.

(a) The Transferee Company undertakes to engage, on and from the Effective Date, all permanent employees of the Transferor Company 1 engaged in Himik Division of the Transferor Company 1 at their factory at Plot No. 128/1 GIDC Ankleshwar and their offices at Sheth Govind Rao Smriti, 83 B & C Dr. A B Road, Worli, Mumbai 400018 and 173, Pritam Society No.2 Mukhtampur Road, Bhamburda and who are in the employment of the Transferor Company 1, on the same terms and conditions on which they are engaged as on the Effective Date by the Transferor Company 1 without any interruption of services as a result of the transfer. The Transferee Company agrees that the services of all such employees with the Transferor Company 1 upto the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible in the Transferor Company 1 on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, such past services with the Transferor Company 1 shall also be taken into account;

(b) In so far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Scheme(s)/ Fund(s) created or existing for the benefit of the Employees of the Transferor Company 1 are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 1 for all purposes whatsoever related to the administration or operation of such schemes or Fund or in relation to the obligation to make contributions to the said Schemes/ Funds in accordance with provisions of such Schemes/ Funds as per the terms provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of The Transferor Company 1 in relation to such Schemes/Funds shall become those of The Transferee Company. It is clarified that the services of the employees of The Transferor

Company 1 will be treated as having been continuous for the purpose of the aforesaid Schemes/Funds.



9. (a)

Subject to other provisions of this Scheme all contracts, deeds, bonds, agreements, insurance policies and other instruments whatsoever nature relating to Hunk Division of the Transferor Company 1 to which the Transferor Company 1 is a party or having effect on or before the Effective Date shall be in full force and effect against or in favour of the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company, had, at all material time, been a party thereto.

(b)

The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company 1 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferor Company 1 will, if necessary, also be a party to the above. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company 1 to be carried out or performed.

10.

In consideration of the transfer of Hunk Division to the Transferee Company :-

- (i) every Shareholder holding equity shares in the Transferor Company 1 on the Record Date shall be entitled to be allotted equity shares in the Transferee Company in the ratio of 7(seven) equity shares of Rs.10/- each fully paid in the Transferee Company for every 4 (four) Equity shares of Rs.10/- each fully paid in the Transferor Company 1.
- (ii) In case any member's shareholding in the Transferor Company 1 is such that on the basis of the aforesaid exchange ratio of shares, he becomes entitled to a fraction of a share of the Transferee Company of a value not less than one-half share of the Transferee Company such member shall be entitled, as of right, to claim and receive from the Transferee Company an allotment of one equity share of the Transferee Company of Rs.10/- each credited as fully paid-up. On the other hand, if the shareholding of any member in the Transferor Company 1 is such that he would consequent upon the aforesaid exchange ratio be entitled to a fraction of a share of the Transferee Company of a value of less than one-half share of the Transferee Company then such fraction shall be ignored and such member shall not be entitled to receive any fraction of a share from the Transferee Company.

11. The new equity shares of the Transferee Company to be issued under this scheme shall rank for dividend, voting rights and in all other respects paripassu with the existing equity shares of the Transferee Company.

PART C

12. (A) Unique Division of the Transferor Company 2 shall be transferred to and vested in the Transferee Company in the following manner:

- (a) With effect from the Appointed Day, entire Unique Division of the Transferor Company 2 except for the portions specified in sub-clauses (b) and (c) hereof, of whatsoever nature and wheresoever situated and owned by the Transferor Company 2 as on the Appointed Day and incapable of passing by manual delivery, shall under the provisions of Sections 391 and 394 of the Act without any further act, deed, matter or thing but subject to the charges affecting the same as on the Effective Date be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company.
- (b) All the movable assets of the Transferor Company 2 including cash on hand but pertaining only to Unique Division of the Transferor Company 2 shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company. The amounts lying with the Banks to the credit of the Transferor Company 2 but pertaining only to Unique Division of the Transferor Company 2 shall be transferred to the Transferee Company. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Boards of Directors of the Transferor Company 2 and the Transferee Company within thirty days from the date of the order of the Bombay High Court sanctioning this Scheme.
- (c) In respect of movables other than those specified in sub-clause (b) above, including sundry debtors, outstanding loans, and advances recoverable in cash or in kind or for value to be received and deposits with Government, Semi Government, Local and other authorities and bodies and customers etc. pertaining only to Unique Division of the Transferor Company 2, the following modus operandi shall be followed:

(i) the Transferee Company shall give notice in such form as it may deem fit and proper, to each party, debtor or depositor as the case may be, that pursuant to the Bombay High Court having sanctioned the arrangement between the Transferor Company 2, the Transferee Company and their members and creditors under Sections 391 and 394 of the Act, the said debt, loan, advance, etc. be paid or made good only on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company 2 to recover or realise the same stands extinguished and that appropriate entry should be passed in their respective books to record the aforesaid changes.

(ii) the Transferor Company 2 may also give notice in such form as it may deem fit and proper to each party, debtor or depositor that pursuant to the Scheme, the said party, debtor or depositor should pay the debt, loan or advance or make good the same or hold the same on account of the Transferee Company and that right of the Transferor Company 2 to recover or realise the same stands extinguished.

(d) It is clarified that for this purpose, the value of the assets being so transferred shall be the value as appearing in the books of account of the Transferor Company 2 as on the close of business the day just prior to the Appointed Day.

(e) With effect from the Appointed Date all profits arisen or losses incurred or reserves created by the Transferor Company 2 which are pertaining to Unique Division shall stand transferred to and form part of the Transferee Company under the same name and heading without changing their character.

(B) It is hereby clarified that the rest of the business and assets (including trade marks and patents) of the Transferor Company 2 other than those specified in Clause 12(A) hereto shall continue to be vested in the Transferor Company 2.

13. It is further clarified that the Specified Liabilities pertaining to Unique Division as on the Appointed Day, whether provided for or not in the Books of Accounts of the Transferor Company 2 and all other liabilities relating to Unique Division which may accrue or arise after the Appointed Day, but which relate to the period upto the Appointed Day, shall be transferred to and become the liabilities of the Transferee Company.

14. Upon the coming into effect of the Scheme, all legal or other proceedings by or against the Transferor Company 2 under any statute, whether pending on the Appointed Day or which may be instituted in future (whether before or after the Effective Date) in respect of any matter arising before the Effective Date and relating to Unique Division as agreed between

the Transferor Company 2 and the Transferee Company shall be continued and enforced by or against the Transferee Company after the Effective Date. In the event of any difference or difficulty on whether any specific legal or other proceeding relates to Unique Division or not, a certificate jointly issued by the Transferor Company 2 and the Transferee Company as to whether such proceedings relates to Unique Division or not, shall be conclusive evidence of the matter.

With effect from the Appointed Day and upto and including the Effective Date, the Transferor Company 2:

- (a) shall be deemed to have been carrying on and to be carrying on all business and activities relating to Unique Division of the Transferor Company 2 and stand possessed of the properties so to be transferred, in trust for the Transferee Company;
- (b) all profits accruing to the Transferor Company 2 or losses arising or incurred by it relating to Unique Division shall, for all purposes, be treated as the profits or losses as the case may be of the Transferee Company.

16. The Transferor Company 2 hereby undertakes that with effect from the Appointed Day and upto and including the Effective Date:

- (a) it shall carry on its business with proper prudence and not (without the prior written consent of the Transferee Company) alienate, charge or otherwise deal with or dispose of Unique Division or any part thereof (except in the ordinary course of business) nor undertake any new business or a substantial expansion of its existing business;
- (b) it shall not utilise the profits, if any, relating to Unique Division either for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Day or for issue and allotment of bonus or rights shares to its shareholders.

17. (a) The Transferee Company undertakes to engage, on and from the Effective Date, permanent employees of the Transferor Company 2 engaged in Unique Division of the Transferor Company 2 at their factory at Plot No. 128/1/1 GIDC Ankleshwar and their offices at Sheth Govind Rao Smruti, 83 B & C Dr. A.B. Road, Worli, Mumbai 400 018 and 173, Pritani Society No.2, Mukhtampur Road, Bharuch and who are in the employment of the Transferor Company 2, on the same terms and conditions on which they are engaged as on the Effective Date by the Transferor Company 2 without any interruption of services as a result of the transfer. The Transferee Company agrees that the services of all such employees with the Transferor Company 2 upto the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible in the Transferor Company 2 on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, such past services with the Transferor Company 2 shall also be taken into account.

- (b) In so far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Scheme(s) / Fund(s) created or existing for the benefit of the Employees of the Transferor Company 2 are concerned upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 2 for all purposes whatsoever related to the administration or operation of such schemes or Fund or in relation to the obligation to make contributions to said Schemes/Funds in accordance with provisions of such Schemes/Funds as per the terms provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company 2 in relation to such Schemes/Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company 2 will be treated as having been continuous for the purpose of the aforesaid Schemes/Funds.

18. (a) Subject to other provisions of this Scheme all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature relating to Unique Division of the Transferor Company 2 to which the Transferor Company 2 is a party subsisting or having effect on or before the Effective Date shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company, had, at all material time, been a party thereto.

- (b) The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company 2 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferor Company 2 will, if necessary, also be a party to the above. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company 2 and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company 2 to be carried out or performed.

19. In consideration of the transfer of Unique Division of the Transferor Company 2 to the Transferee Company;

- (i) every Shareholder holding equity shares in the Transferor Company 2 on the Record Date shall be entitled to be allotted equity shares in the Transferee Company in the ratio of 1(one) Equity Share of Rs.10/- each fully paid in the Transferee Company for every 1(one) Equity share of Rs.10/- each fully paid held in the Transferor Company 2.
- (ii) In case any member's shareholding in the Transferor Company 2 is such that on the basis of the aforesaid exchange ratio of shares, he

becomes entitled to a fraction of a share of the Transferee Company of a value not less than one-half share of the Transferee Company such member shall be entitled, as of right, to claim and receive from the Transferee Company an allotment of one equity share of the Transferee Company of Rs.10/- each credited as fully paid-up. On the other hand, if the shareholding of any member in the Transferor Company 2 is such that he would consequent upon the aforesaid exchange ratio be entitled to a fraction of a share of the Transferee Company of a value of less than one-half share of the Transferee Company, then such fraction shall be ignored and such member shall not be entitled to receive any fraction of a share from the Transferee Company.

20. The new equity shares of the Transferee Company shall rank for dividend, voting rights and in all other respects pari-passu with the existing equity shares of the Transferee Company.

PART D

21. On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company 1, of the Transferor Company 2 and of the Transferee Company, each of them, Transferor Company 1, Transferor Company 2 and the Transferee Company, shall with reasonable despatch, apply to the High Court of Judicature at Bombay for sanctioning this Scheme of Arrangement under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect.

22. The Transferor Company 1 (by its Directors) and the Transferor Company 2 (by its directors) and the Transferee Company (by its Directors) may, in their full and absolute discretion, assent to any alteration or modification of this Scheme which the Court and/or any other Competent Authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective Companies). In the event that any conditions are imposed by any Competent authority which the Transferor company 1, Transferor Company 2 and/or the Transferee Company find unacceptable for any reason whatsoever then the Transferor Company 1, Transferor Company 2 and/or the Transferee Company (by its directors) shall be entitled to withdraw from the Scheme.

23. The Scheme is conditional upon and subject to
- (a) the Scheme being agreed to by the respective requisite majorities as are referred to in Clause 21 hereof (on behalf of the Transferor Company 1, Transferor Company 2 and the Transferee Company)

and the requisite Order or Orders referred to in Clause 21 being obtained;

- (b) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

24. Unless otherwise agreed to by the respective Boards of the Transferor Company 1, Transferor Company 2 and the Transferee Company, within 60 days from the Effective Date, the Transferee Company shall issue and allot its Equity Shares to the shareholders of the Transferor Company 1 and Transferor Company 2 in accordance with Clause 10 and Clause 19 of the Scheme.

25. All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or court's order of the Transferor Company 1, Transferor Company 2 and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement of the said Scheme and in pursuance of this Scheme shall be borne and paid by the Transferee Company.

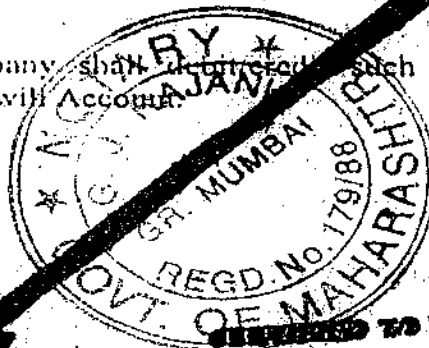
26. In the event of this Scheme failing to take effect finally before the March 31, 2001 or within such further period or periods as may be agreed upon between Transferor Company 1 (by its Directors), Transferor Company 2 (by its Directors), and the Transferee Company (by its directors) this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue or be incurred inter se to or by the parties or any of them.

27. In respect of the vesting of the foregoing undertakings as aforesaid, the following additional provisions shall apply:

- (i) The book value of each such undertaking shall be compared with the fair market value of the shares to be allotted by Transferee Company in terms hereof to the shareholders of the Transferor Company 1 and Transferor Company 2 and the excess of the former over the latter ascertained;

- (ii) The Transferee Company shall determine such excess/deficit to be transferred to Reserve/Goodwill Account.

VERIFIED BY ME
J. K. NATHANI, B.A., LL.B.
ADVOCATE, HIGH COURT, MUMBAI



DECLARED TO BE A TRUE COPY
On 6th day of Dec 192000

for Prothonotary and Notary Public
ATTESTED TRUE COPY

G. J. RAJANI
NOTARY GREATER BOMBAY
21/14, Navjivan Society,
CHEMBUR, MUMBAI - 74.

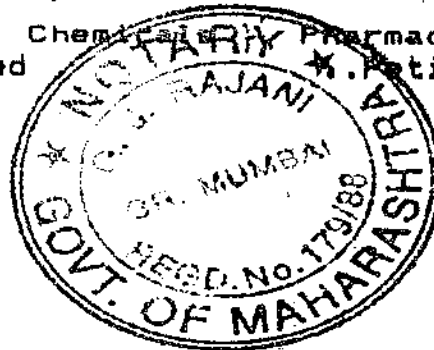
IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 869 OF 2000
CONNECTED WITH
COMPANY APPLICATION NO. 369 OF 2000.

In the matter of Sections 391 and 394 of the Companies Act, 1956 (1 of 1956);

And

In the matter of a Scheme of Arrangement Between Ifiunik Pharmaceuticals Limited, Unique Pharmaceutical Laboratories Limited and J.B. Chemicals & Pharmaceuticals Limited.

J.B. Chemicals & Pharmaceuticals Limited
Petitioner



CERTIFIED COPY OF

ORDER SANCTIONING THE SCHEME OF ARRANGEMENT

Dated this 8th day of November 2000

Filed this 2nd day of December 2000

paid on 6/12/2000

Filed on... 30.11.2000
Grossed on... 5.12.2000
Petitioner Writer...
Pages... 22 pages
Examined by...
Compared with...
Ready on... 6.12.2000
Delivered on... 6.12.2000

20.11.2000
1.12.2000
1.12.2000
2.12.2000

sr\ptn.\jbo

Messrs. Kanga and Company
Advocates for the Petitioner
Readymoney Mansion,
23, Veer Nariman Road,
Fort, Mumbai 400 001.

[illegible]

[Faint, illegible handwritten notes]

HIGH COURT, BOMBAY

0537926

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.721 OF 2006

CONNECTED WITH

COMPANY APPLICATION NO.1087 OF 2006

In the matter of Sections 391 to
394 of the Companies Act, 1956;

And

(In the matter of Scheme of
Amalgamation of Lekar Healthcare
Limited with J.E.Chemicals &
Pharmaceuticals Limited

Lekar Healthcare Limited

... Petitioner.

Shri Hemant Sethi i/b. Hemant Sethi & Co. for the
petitioner.

Mrs. K.V. Gautam, Dy.O.L.

Shri. G.J. Joy with Miss. Madhuri Gaikwad i/b. Pankaj Kapoor
for R.D.

2 Certificate u/s 32(1) (b) of the Bombay
Stamp Act, 1958.

Office of the
Collector of stamps
Case No. 100/5/07/72
Date 18.04.07

Received from Shri. J.E. Chemicals and Pharmaceuticals Ltd
residing at 100/5/07/72
stamp duty of Rs. 100/- (one hundred and one)
vide challan No. 410 dated 03/04/07
Certified under Section 32 (1) (b) of the Bombay
Stamp Act, 1958 that the full duty of
Rs. 100/- (one hundred and one) has
with which this instrument is chargeable has been
paid vide article No. 5 of schedule.
This certificate is subject to the provision of
section 53 (A) of Bombay Stamp Act, 1958.

Place, C.S.D.

Date, 18.04.07

Collector of stamps



HIGH COURT, BOMBAY

05.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 2ND FEBRUARY, 2007. V

P.C.:

1. This petition is under sections 391 to 394 of Companies Act, 1955 seeking sanction to the Scheme of Amalgamation between the petitioner i.e. transferor company and transferee company.

2. Petitioners have set out their objects so also the purpose of evolving the scheme. It is pointed out that the scheme, if sanctioned, would result in efficient and proper management of business of companies. Petitioners have complied with the statutory provisions. They have also applied for either holding or dispensation of the concerned meetings and copies of the orders passed in that behalf are annexed. A copy of scheme is also enclosed and its salient features are pointed out. It is contended that if the scheme is sanctioned, it will be for the benefit of the Companies.

3. Since the compliance with the necessary provisions has been made and due declarations also set out, learned counsel seeks sanction to the scheme of amalgamation.

4. The notice was duly served on the Regional

HIGH COURT, BOMBAY

0537928

Director and he has filed affidavits. The R.D. has called upon the petitioners to furnish requisite details for enabling him to arrive at a satisfaction that the scheme is not prejudicial to the interest of creditors, shareholders so also contrary to the public interest. He has filed affidavit in which he has referred to the report from ROC, copy of which is annexed to the affidavit. Further, he has referred to the objects of the scheme and the relevant provisions therein. Thereafter, he has stated on oath that the scheme is not prejudicial to the interest of creditors, shareholders and the public.

5. The O.L. has also submitted his affidavit. It has been stated on the basis of the report of C.A., who has scrutinised the books of accounts and related papers, that the scheme is not contrary to the interest of shareholders, creditors and public at large.

6. I am satisfied from a perusal of the petition and the annexures so also the aforesaid affidavits that no prejudice will be caused if the scheme as proposed by the petitioners is sanctioned.

7. Accordingly, the Company Petition No. 721 of 2006 is made absolute in terms of prayer clauses (a) to (c). Cost of R.D. and O.L. quantified at Rs. 2,500/-. Drawn

HIGH COURT, BOMBAY

0537

up order dispensed with. All concerned to act on
authenticated copy of this order and scheme.

(S.C.Dharmadhikari, J)

TRUE COPY


JPokar
9/24/07
Section Officer
High Court, Appellate Division
Bombay.

TRUE-COPY

M. D. Narvekar
23/04/07
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY


**SCHEME OF AMALGAMATION
OF
LEKAR HEALTHCARE LIMITED
WITH**

J. B. CHEMICALS & PHARMACEUTICALS LIMITED



The Scheme of Amalgamation is presented under Section 391 read with Section 394 of the Companies Act, 1956 (the "Act") for the amalgamation of Lekar Healthcare Limited with J.B. Chemicals & Pharmaceuticals Limited.

DEFINITIONS:



In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings: -

- 1.1 "LHL" or "The Transferor Company" means Lekar Healthcare Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 83 B & C Sheth Govindrao Smruti, Dr. Annie Besant Road, Worli, Mumbai 400 018.
- 1.2 "JBCPL" or "The Transferee Company" means J. B. Chemicals & Pharmaceuticals Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Neelam Centre, B Wing, 4th Floor, Hind Cycle Road, Worli Mumbai 400 025.
- 1.3 "The Act" means Companies Act, 1956 including any statutory modifications, re-enactments or amendments thereof.
- 1.4 "High Court" shall mean the High Court of Judicature at Bombay. In the event of the National Company Law Tribunal (hereinafter referred to as "the Tribunal") being constituted by the Central Government by a Notification in the Official Gazette and the proceedings initiated under section 391-394 of the Companies Act, 1956 relating to these scheme being transferred to the Tribunal, the words "High Court" shall deem to mean and include the Tribunal, as the context may require.

- 1.5 **"The Appointed Date"** means the commencement of 1st April 2006 or such other date as may be fixed by the High Court of Judicature at Bombay.
- 1.6 **"The Effective Date"** means the date on which certified copies of the High Court order sanctioning this Scheme is filed with the Registrar of Companies, Maharashtra, Mumbai.
- 1.7 **"Undertaking"** shall mean and include:
- 1.7.1 All the assets and properties (whether movable or immovable, tangible or intangible) of the Transferor Company as on the appointed date (hereinafter referred to 'the said Assets').
- 1.7.2 All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to 'the said Liabilities').
- 1.7.3 Without prejudice to the generality of Sub-clause 1.7.1 and 1.7.2 above the undertaking of the Transferor Company shall include all the Transferor Company's reserves, provisions, funds, assets including investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, enactments, arrangements, rights, titles, interest, benefits, advantages, leasehold rights and, systems of any kind whatsoever, trade marks, patents and other industrial and intellectual properties, including any applications filed by the Transferor Company for securing of any intellectual property rights, any additions thereto or alterations thereof, whether in India or abroad, rights and benefits of all agreements and other interests including rights and benefits under various schemes of different Taxation Laws as may belong to or be available to the Transferor Company, rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages, and approval of, whatsoever nature and wheresoever situated, belonging to or in ownership, power or possession or control or entitlement of the respective Transferor Company.
- 1.8 **"Scheme", "The Scheme" or "This Scheme"** means this Scheme of Amalgamation in its present form submitted to the High Court of Judicature at Bombay for sanction with any modification(s), approved or imposed or directed by the said High Court.

2. SHARE CAPITAL

- (i) The Authorised, issued, subscribed and paid-up share capital of the Transferor Company as on 31st March 2006 is as under:

Particulars	Amount in Rs.
Authorised Share Capital.	
50,000 Equity Shares of Rs.100/- each.	50,00,000
TOTAL	50,00,000
Issued, Subscribed and Paid up Share Capital.	
5,000 Equity Shares of Rs.100/- each.	5,00,000
TOTAL	5,00,000

There has been no change in capital structure of the Transferor Company till date. The Transferor Company is wholly owned subsidiary of the Transferee Company as entire Share Capital of the Transferor Company is held by the Transferee Company and its Nominees.

- (ii) The Authorised, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March 2006 is as under:

Particulars	Amount in Rs.
Authorised Share Capital.	
10,00,00,000 Equity Shares of Rs.2/- each.	20,00,00,000
TOTAL	20,00,00,000
Issued, Subscribed and Paid up Share Capital.	
8,03,68,175 Equity Shares of Rs.2/- each fully paid up.	16,07,36,350
TOTAL	16,07,36,350

Subsequent to 31st March, 2006 the Issued, Subscribed and Paid up Share Capital of the Transferee Company has been further increased by issue of 39,31,250 (Thirty Nine Lac Thirty One Thousand Two Hundred Fifty) Equity Shares of Rs 2/- (Rupees Two) each fully paid by way of issue of 39,00,000 Equity Shares pursuant to Preferential allotment and 31,250 Equity Shares pursuant to exercise of options granted to

employees under ESOS and accordingly the Share Capital of the Transferee Company as on date is as under:

Particulars	Amount in Rs.
Authorised Share Capital.	
10,00,00,000 Equity Shares of Rs.2/- each.	20,00,00,000
TOTAL	20,00,00,000
Issued, Subscribed and Paid up Share Capital.	
8,42,99,425 Equity Shares of Rs.2/- each fully paid up.	16,85,98,850
TOTAL	16,85,98,850

The Transferee Company has introduced Employees Stock Option Scheme (ESOS) in the year 2004 pursuant to applicable regulations and approval of its members for issue and allotment of 25,00,000 Equity Shares of Rs 2/- of the Transferee Company under the said Employees Stock Option Scheme. As on date the Transferee Company has issued 1,04,425 Equity Shares pursuant to exercise of the options granted under ESOS. The Issued, Subscribed and Paid up Share Capital of the Transferee Company referred to above is subject to increase as may result from the exercise of options granted or to be granted under the said Employees Stock Option Scheme.

3. TRANSFER OF UNDERTAKING

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

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

3.2 All the movable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company within thirty days from the Effective Date.

3.3 In respect of movables other than those specified in sub-clause 3.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers, suppliers and other persons, the following modus operandi for intimating to third parties shall to the extent possible be followed:

3.3.1 The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor or deposittee as the case may be, that pursuant to the High Court having sanctioned the Scheme between the Transferor Company and the Transferee Company, the said debt, loan advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;

3.3.2 The Transferor Company shall also give notice in such form as they may deem fit and proper to each person, debtor or deposittee that pursuant to the High Court having sanctioned the Scheme between the Transferor Company and the Transferee Company, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Company to recover or realise the same stands extinguished.

3.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall also under the provisions of Section 391 read with Section 394 of the Act,

without any further act or deed, be transferred to or be deemed to be transferred, to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Sub-Clause.

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

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

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

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

3.6 Loans or other obligations, if any, due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company, and held by the Transferee Company and vice versa are concerned the same shall, unless sold or transferred by the Transferor Company or the Transferee Company, as the case may be, at any time prior to the effective date, stand cancelled as on the effective date, and shall have no effect and the Transferor Company, shall have no further obligation outstanding in that behalf.

3.7 All assets of the Transferor Company would be available to the Transferee Company from the Effective Date.

3.8 The registrations in the name of the Transferor Company, which are transferable in nature, shall be deemed to be transferred in the name of the Transferee Company from the effective date and the Transferee Company shall give requisite intimations for this purpose to all concerned.

3.9 In case of registrations in the name of the Transferor Company, other than the registrations mentioned above, the Transferee Company may make a fresh application to the appropriate authorities to procure the same, by complying with the requisite laws or regulations.

3.10 Upon the Scheme coming into effect, the borrowing limits of the Transferee Company in terms of Section 293(1)(d) of the Act, shall without any further act or deed, stand enhanced by an amount equivalent to the authorised borrowing limits, if any and whether availed of by the Transferor Company or not, of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company. The Transferee Company may thereafter increase these limits as enhanced from time to time by obtaining sanction from its shareholders in accordance with the provisions of the Act.

4 CONTRACTS, DEEDS AND OTHER INSTRUMENTS:

Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the

Effective Date, shall be in full force and effect against or in favour of, as the case may be, the Transferee Company, enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into a tripartite arrangement, confirmation or novation to which the Transferor Company will, if necessary, also be a party in order to give formal effect to this Clause if so required or become necessary.



5 LEGAL PROCEEDINGS:

5.1 If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Company or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

5.2 On and from the Effective Date, the Transferee Company shall be entitled to initiate any legal proceeding for and on behalf of the Transferor Company for any actions taken by or against the Transferor Company or any other person, as the case may be. Notwithstanding the fact the Transferor Company stands dissolved without winding up from the effective date.

6 OPERATIVE DATE OF THE SCHEME:

The Scheme set out herein in its present form or with any modification(s) as approved or imposed or directed by the Hon'ble High Court of Judicature at Bombay shall be operative from the Appointed Date but shall become effective on the Effective Date.

7 CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE:

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

7.1 The Transferor Company shall carry on or deemed to have carried on all their respective business and activities and shall be deemed to have held or stood

possessed of and shall hold and stand possessed all the said Assets for and on account of and in trust for the Transferee Company.

- 7.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrued as the profits and income or expenditure or losses of the Transferee Company, as the case may be.

7.3 The Transferor Company shall carry on their respective business activities with reasonable diligence, business prudence and shall not alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date except with prior written consent of the Transferee Company.

- 7.4 The Transferor Company shall not, without prior written consent of the Transferee Company, undertake any new business.

- 7.5 The Transferor Company shall not, without prior written consent of the Transferee Company, take any major policy decisions in respect of management of the Company and for the business of the Company and shall not change its present capital structure.

8 EMPLOYEES:

- 8.1 All employees of the Transferor Company in service on the Effective Date shall become employees of the Transferee Company on such date without any break or interruption in service and on terms and conditions as to remuneration not less favourable than those subsisting with reference to the Transferor Company as on the said date.

- 8.2 It is provided that so far as the Provident Fund, or any other Special Scheme(s) / Fund(s), if any, created or existing for the benefit of the employees of the Transferor Company are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes / Funds in accordance with provisions of such Schemes / Funds as per the terms

provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Schemes / Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid Schemes / Funds.

9 ISSUE OF SHARES BY THE TRANSFEE COMPANY:

9.1 Upon the scheme becoming effective, in consideration of the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company, in terms of the Scheme, the Transferee Company shall not issue any Equity Shares in respect of Equity Shares of the Transferor Company as the entire Share Capital is held by the Transferee Company and/or its nominees and the same shall be cancelled.

9.2 The Share Certificates held by the shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferor Company.

10 ACCOUNTING TREATMENT:

10.1 The Transferee Company shall record all assets and liabilities recorded in the books of account of the Transferor Company and vested in the Transferee Company pursuant to the Scheme at their book values as on the close of business of the day immediately preceding the Appointed Date as per 'Pooling of interest method'.

10.2 Investment of the Transferee Company represented by the Share Capital in the Transferor Company shall be cancelled in the books of the Transferee Company. Subject to any corrections and adjustments as may in the opinion of the Board of Directors of the Transferee Company be required, the reserves of the Transferor Company on the Appointed Date shall be merged with those of the Transferee Company in the same form as they appear in the financial statements of the Transferor Company. Balance in the Profit & Loss account of the Transferor Company shall be similarly aggregated with the balance in Profit & Loss account of the Transferee Company. In other words, the identity of the reserves of the Transferor Company shall be preserved in the hands of the Transferee Company.

10.3 The excess, if any, of the value of the assets over the value of the liabilities of the Transferor Company transferred to and vested in the Transferee Company pursuant to this Scheme and recorded in the books of account of the Transferee Company will be credited to the General Reserve account in the books of the Transferee Company. Similarly, deficit if any, may be debited to the General Reserve account in the books of the Transferee Company.

10.4 To the extent there are inter-corporate loans or balances between the Transferor Company and the Transferee Company, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of account and the records of the Transferee Company for the reduction of any assets or liabilities, as the case may be. Difference, if any, arising upon such cancellation, shall be credited or debited as the case may be to the General Reserve of the Transferee Company. For the removal of doubts, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter company loans, or balances with effect from the Appointed Date.

10.5 In case of any difference in any of the accounting policies between the Transferor Company and the Transferee Company, the impact of the same in the amalgamation will be quantified and adjusted in the General Reserve to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.

10.6 Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its statutory auditors, is authorised to (a) account any of these or other balances or items in any manner whatsoever, as may be deemed fit or (b) to make such adjustments as may be necessitated by the Accounting Standards applicable to mergers and amalgamations.

11 DIVIDEND AND PROFIT:

11.1 The Transferor Company shall not without the prior written consent of the Transferee Company declare any dividends, whether interim or final, for the financial year ending on or after the Appointed Date and subsequent financial years.

11.2 Subject to the provisions of this Scheme, the profits of the Transferor Company for the period beginning from 1st April 2006 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.

11.3 The Transferor Company shall not, except with the consent of the Board of Directors of the Transferee Company, alter its paid up capital structure by making preferential allotment of shares or otherwise, after the approval of the Scheme by the Board of Directors of the Transferee Company.

12 **DISSOLUTION OF THE COMPANY:**

The Transferor Company shall be dissolved without winding up on an order made by the High Court of Bombay under Section 394 of the Companies Act.

13 **APPLICATION TO THE HIGH COURT:**

The Transferor Company and the Transferee Company with all reasonable dispatch, make applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of the Act.

14 **MODIFICATIONS, AMENDMENTS TO THE SCHEME:**

14.1 The Transferor Company (by their Board of Directors) and the Transferee Company (by its Board of Directors) may, in their full and absolute discretion, assent to any alteration or modification or amendment of this Scheme which the Courts and/or any other Competent Authority may deem fit to direct or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith.

14.2 The Board of Directors of the Transferor Company hereby authorize the Board of Directors of the Transferee Company to give assent to any modifications or amendment(s) in the Scheme which may be considered necessary or desirable for any reason whatsoever and without prejudice to the generality of the foregoing, any

modification to the Scheme involving withdrawal of any of the parties to the Scheme at any time and for any reason whatsoever, the implementation of the Scheme shall not get adversely affected as a result of acceptance of any such modification by the Board of the Transferee Company and the Board of the Transferee Company be and is hereby authorized by the Board of Directors of the Transferor Company to take such steps and to do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

15 SCHEME CONDITIONAL UPON APPROVALS / SANCTIONS:

This Scheme is specifically conditional upon and subject to:

Approval of and agreement to the Scheme by the requisite majorities of such Classes of persons of the Transferor Company and the Transferee Company as may be directed by the High Court of Judicature at Bombay on the applications made for directions under Section 391 of the said Act for calling or dispense with meetings and necessary resolutions being passed under the Act for the purpose.

15.2 The sanctions of the High Court of Judicature at Bombay being obtained under Sections 391 and 394 and other applicable provisions of the Act, if so required on behalf of the Transferor Company and Transferee Company.

15.3 The certified copies of the Court Order referred to in the Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai.

15.4 All other sanctions and approvals as may be required under this law with regard to this scheme obtained.

16 EFFECT OF NON-RECEIPT OF APPROVAL / SANCTION:

In the event of any of the approvals or conditions enumerated in clause 14 above not being obtained or complied or for any reasons this Scheme cannot be implemented then the Board of Directors of the Transferor Company and the Transferee Company shall waive such conditions as they consider appropriate to give effect appropriately and, as far as possible, to this Scheme and failing such

agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay, then the Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Company and the Transferee Company or their shareholders or creditors or any other person. In such case, each Company shall bear its own costs or as may be mutually agreed.

17 EXPENSES CONNECTED WITH THE SCHEME:

All cost, charges and expenses in relation to or in connection with this scheme and of carrying out and completing the terms and provisions of this scheme and/or incidental to the completion of amalgamation of the said undertaking of the Transferor Company in pursuance of the scheme shall be borne and paid by the Transferee Company only. Similarly the Transferee Company shall alone bear any duties or taxes leviable including Stamp Duty in pursuance to or as a consequence of the Scheme of Amalgamation.

TRUE-COPY

M. D. Narvekar
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

IN THE HIGH COURT OF JUDICATURE AT

BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 721 OF 2006

CONNECTED WITH

COMPANY APPLICATION NO. 1087 OF 2006

In the matter of the Companies Act, 1956

AND

In the matter of Sections 391 to 394 of the

Companies Act, 1956.

AND

In the matter of the Scheme of
Amalgamation of

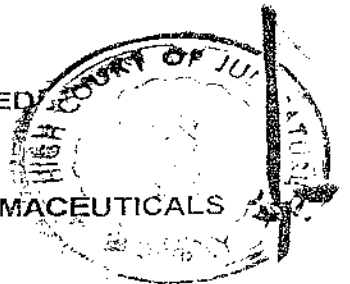
LEKAR HEALTH CARE LIMITED

WITH

J.B.CHEMICALS & PHARMACEUTICALS
LIMITED

LEKAR HEALTHCARE LIMITED.

.....PETITIONER



AUTHENTICATED COPY OF ORDER DATED
19th DAY OF JANUARY, 2007 WITH THE
SCHEME OF AMALGAMATION.

DATED THIS 27th DAY OF FEBRUARY, 2007

MR. HEMANT SETHI
ADVOCATE FOR THE APPLICANT
302 SATNAM BUILDING
3-A SION (WEST)
MUMBAI - 400 022.

12/02/07
Appraised on
Assessed on
Execution Writer
Folio
Examined by
Compared with
Ready on 23-02-07
Delivered on 23-02-07

HIGH COURT, BOMBAY

324615

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO.809 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.666 OF 2014

Jyotindra Mody Holdings Private Limited
....Petitioner Company / First Transferor Company

AND

COMPANY SCHEME PETITION NO.810 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.667 OF 2014

Ansuya Mody Securities Private Limited
....Petitioner Company / Second Transferor Company

AND

COMPANY SCHEME PETITION NO.811 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.668 OF 2014

Dinesh Mody Securities Private Limited
.... Petitioner Company / Third Transferor Company

AND

COMPANY SCHEME PETITION NO.812 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.669 OF 2014

Kumud Mody Securities Private Limited

.... Petitioner Company / Forth Transferor Company

Page 1 of 9

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AND

**COMPANY SCHEME PETITION NO.813 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.670 OF 2014**

Shirish B. Mody Investments Private Limited

... Petitioner Company / Fifth Transferor Company

AND

**COMPANY SCHEME PETITION NO.814 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.671 OF 2014**

Bharati S. Mody Investments Private Limited

.... Petitioner Company / Sixth Transferor Company

AND

**COMPANY SCHEME PETITION NO.815 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.672 OF 2014**

J. B. Chemicals & Pharmaceuticals Limited

.... Petitioner Company / Transferee Company

In the matter of:

the Companies Act, 1956 (1 of 1956)
and Companies Act, 2013 (18 of
2013);

AND

In the matter of:

Sections 391 to 394 read with
Sections 100 to 103 of the

Companies Act, 1956 and Section 55
of the Companies Act, 2013;

AND

In the matter of:

The Scheme of Amalgamation and
Arrangement between Jyotindra Mody
Holdings Private Limited ('JMPL' or
'the First Transferor Company') and
Ansuva Mody Securities Private
Limited ('AMPL' or 'the Second
Transferor Company') and Dinesh
Mody Securities Private Limited
'(DMPL' or 'the Third Transferor
Company') and Kumud Mody
Securities Private Limited ('KMPL' or
'the Fourth Transferor Company') and
Shirish B. Mody Investments Private
Limited ('SMPL' or 'the Fifth
Transferor Company') and Bharati S.
Mody Investments Private Limited
'(BMPL' or 'the Sixth Transferor
Company') and J. B. Chemicals &
Pharmaceuticals Limited ('JBCPL' or
'the Transferee Company');

AND

Their respective Shareholders

Called for hearing

Mr. Rajesh Shah with i/b M/s Rajesh Shah & Co., Advocate for the
Petitioner Companies in all Petitions.

Mr. P.S. Gujjar for Regional Director in all Petitions.

Mr. S. Ramakantha Official Liquidator, present in CSP Nos. 809 to 814 of
2014.

HIGH COURT, BOMBAY

324612

CORAM: S. J. Kathawalla, J.

DATE : 27th February, 2015

PC:

1. Heard Learned Counsel for the parties. No objector has come before the court to oppose the Scheme and nor has any party controverted any averments made in the Petitions.
2. The sanction of the Court is sought to a Scheme of Amalgamation and Arrangement between Jyotindra Mody Holdings Private Limited ('JMPL' or 'the First Transferor Company') and Ansuya Mody Securities Private Limited ('AMPL' or 'the Second Transferor Company') and Dinesh Mody Securities Private Limited ('DMPL' or 'the Third Transferor Company') and Kumud Mody Securities Private Limited ('KMPL' or 'the Fourth Transferor Company') and Shirish B. Mody Investments Private Limited ('SMPL' or 'the Fifth Transferor Company') and Bharati S. Mody Investments Private Limited ('BMPL' or 'the Sixth Transferor Company') and J. B. Chemicals & Pharmaceuticals Limited ('JBOPPL' or 'the Transferee Company') and their respective Shareholders, under Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 55 of the Companies Act, 2013.
3. Learned Counsel for the Petitioners states that Jyotindra Mody Holdings Private Limited and Ansuya Mody Securities Private Limited

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and Dinesh Mody Securities Private Limited and Kumud Mody Securities Private Limited and Shirish B. Mody Investments Private Limited and Bharati S. Mody Investments Private Limited which are the Transferor Companies are engaged in the business of Investment activity and are holding equity shares of J. B. Chemicals & Pharmaceuticals Limited ('the Transferee Company'). The Transferee Company is engaged in the business of manufacture and sale of pharmaceutical formulations and bulk drugs.

4. The Learned Council for the Petitioner Companies states that the Transferee Company and the Transferor Companies are part of the same promoter group. The Transferor Companies are companies through which promoters and certain promoter group members hold shares of Transferee Company. The primary asset of the Transferor Companies comprise of equity shares in Transferee Company. The equity shares of Transferee Company are listed on BSE Limited and the National Stock Exchange of India Limited. The merger of the Transferor Companies with the Transferee Company would help in consolidating and reorganizing the promoter holding in the Transferee Company. The same would result in long term stability and transparency in the holding structure of the Transferee Company.
5. Learned Counsel for the Petitioners further states that the Board of Directors of the Petitioner Companies have approved the said Scheme of Amalgamation and Arrangement by passing Board Resolutions which are annexed to the respective Company Scheme Petitions.
6. The Learned Counsel for the Petitioners further states that, Petitioner Companies have complied with all the directions passed in the respective Company Summons for Directions and that the respective

Company Scheme Petitions have been filed in consonance with the orders passed in respective Company Summons for Directions.

7. The Learned Counsel appearing on behalf of the Petitioners have stated that the Petitioner Companies have complied with all requirements as per directions of this Court and they have filed necessary affidavit of compliance in the Court. Moreover, the Petitioner Companies undertake to comply with all statutory requirements if any, as required under the Companies Act, 1956 / 2013 and rules made there under whichever is applicable. The said undertaking is accepted.

8. The Official Liquidator has filed his report on 18th day of February, 2015 in Company Scheme Petition Nos. 809 to 814 of 2014 stating that the affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved.

9. The Regional Director has filed an Affidavit on 18th day of February, 2015 stating therein, save and except as stated in paragraph 6 (a) to (d) thereof, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 (a) and (b) of the said Affidavit, the Regional Director has stated that:-

6 That the deponent further submits that,

(a) Clause 16.1.8 of the Scheme provides for adjustment for differences in Accounting Policies between Transferor Companies and Transferee Company. In this regard, it is submitted that the in addition to the compliance of Accounting Standard-14 Transferee Company shall pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standard such as AS 5, etc.

(b) That the deponent further submits that the Tax issues, if any, arising out of the Scheme shall be to final decision of Income Tax Authority and approval of the Scheme by this Hon'ble Court may not deter the Income Tax Authority to scrutinize the tax returns filed by the Petitioner Company after giving effect to the Amalgamation. The decision of the Income Tax Authority is binding on the Petitioner Company.

10. So far as the observation in paragraph 6 (a) of the Affidavit of Regional Director is concerned, the Petitioner Companies through its Counsel undertake that Petitioner Companies will pass such accounting entries which are necessary in connection with this Scheme to comply with any other applicable Accounting Standards.

11. So far as the observation in paragraph 6 (b) of the Affidavit of Regional Director is concerned, the Learned Counsel for the Petitioner Companies submit that the Petitioner Companies are bound to comply

with all applicable provisions of Income Tax Act and all tax issues arising out of the Scheme will be met and answered in accordance with law.

12. The Learned Counsel for Regional Director on instructions of Mr. M. Chandana Muthu, Joint Director Legal in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertakings given by the Petitioners. The above undertaking is accepted.
13. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
14. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition Nos. 809 to 814 of 2014 are made absolute in terms of prayers clause (a), (b) and (d) and 815 of 2014 is made absolute in terms of prayer clauses (a), (c) to (f).
15. The Petitioner Companies to file a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.

HIGH COURT, BOMBAY

324606

16. Petitioners are directed to file a certified copy of order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E Form INC- 28 in addition to physical copy as per the relevant provisions of the Companies Act, 1956/2013 whichever is applicable.
17. The Petitioner Companies to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and the Petitioners in the Company Scheme Petition Nos. 809 to 814 of 2014 to pay costs of Rs.10,000/- each to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the Order.
18. Filing and issuance of the drawn up order is dispensed with.
19. All concerned regulatory authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay

(S. J. Kathawalla, J.)

TRUE COPY
29-3-2015
Section Officer
High Court, Appellate Side
Bombay

TRUE-COPY

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Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

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SCHEME OF AMALGAMATION AND ARRANGEMENT

BETWEEN

**JYOTINDRA MODY HOLDINGS PRIVATE LIMITED
(‘JMPL’ OR ‘THE FIRST TRANSFEROR COMPANY’)**

AND

**ANSUYA MODY SECURITIES PRIVATE LIMITED
(‘AMPL’ OR ‘THE SECOND TRANSFEROR COMPANY’)**

AND

**DINESH MODY SECURITIES PRIVATE LIMITED
(‘DMPL’ OR ‘THE THIRD TRANSFEROR COMPANY’)**

AND

**KUMUD MODY SECURITIES PRIVATE LIMITED
(‘KMPL’ OR ‘THE FOURTH TRANSFEROR COMPANY’)**

AND

**SHIRISH B. MODY INVESTMENTS PRIVATE LIMITED
(‘SMPL’ OR ‘THE FIFTH TRANSFEROR COMPANY’)**

AND

**BHARATI S. MODY INVESTMENTS PRIVATE LIMITED
(‘BMPL’ OR ‘THE SIXTH TRANSFEROR COMPANY’)**

AND

**J. B. CHEMICALS & PHARMACEUTICALS LIMITED
(‘JBCPL’ OR ‘THE TRANSFEREE COMPANY’)**

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956 AND SECTION 55 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND THE COMPANIES ACT, 2013

1. PREAMBLE

- 1.1. This Scheme of Amalgamation and Arrangement is presented for the amalgamation of Jyotindra Mody Holdings Private Limited, Ansuya Mody Securities Private Limited, Dinesh Mody Securities Private Limited, Kumud Mody Securities Private Limited, Shirish B. Mody Investments Private Limited and Bharati S. Mody Investments Private Limited with J. B. Chemicals & Pharmaceuticals Limited and consequent reduction of Equity Share Capital of J. B. Chemicals & Pharmaceuticals Limited, pursuant to Sections 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 and Section 55 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013.

2. DEFINITIONS

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

- 2.1 "Act" or "the Act" means the Companies Act, 1956 and shall include any statutory modifications or amendments or re-enactment thereof from time to time.
- 2.2 "Appointed Date" means 1st day of April, 2014 or such other date as may be directed by the Bombay High Court.
- 2.3 "JMPL" or "the First Transferor Company" means Jyotindra Mody Holdings Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.
- 2.4 "AMPL" or "the Second Transferor Company" means Ansuya Mody Securities Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.
- 2.5 "DMPL" or "the Third Transferor Company" means Dinesh Mody Securities Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.

2.6 **"KMPL" or "the Fourth Transferor Company"** means Kumud Mody Securities Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.

2.7 **"SMPL" or "the Fifth Transferor Company"** means Shirish B. Mody Investments Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.

2.8 **"BMPL" or "the Sixth Transferor Company"** means Bharati S. Mody Investments Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sheth Govindrao Smriti, 83B & C, Dr. Annie Besant Road, Worli, Mumbai- 400018, Maharashtra.

"The Transferor Companies" means collectively the First Transferor Company, the Second Transferor Company, the Third Transferor Company, the Fourth Transferor Company, the Fifth Transferor Company and the Sixth Transferor Company.

2.10 **"JBCPL" or "the Transferee Company"** means J. B. Chemicals & Pharmaceuticals Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Neelam Centre, 4th floor, "B" Wing, Hind Cycle Road, Worli, Mumbai- 400 030, Maharashtra.

2.11 **"Court" or "High Court" or "Bombay High Court"** means the Hon'ble High Court of Judicature at Bombay and shall be deemed to include the National Company Law Tribunal, wherever and when applicable.

2.12 **"Effective Date"** means the date on which this Scheme becomes operative, being the date on which the certified copies of the orders of the Bombay High Court sanctioning this Scheme are filed with the Registrar of Companies, Maharashtra, Mumbai.

2.13 **"New Act"** means the Companies Act, 2013, rules and regulations there under, to the extent notified, and as may be applicable from time to time

2.14 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation and Arrangement in its present form submitted to the Bombay High Court or with any

modification(s) made under Clause 21 of this Scheme or with such other modifications/amendments as the High Court may direct.

2.15 "SEBI" means Securities and Exchange Board of India.

2.16 Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.

The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, the New Act (to the extent notified and applicable) and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time and in particular, wherever reference is made to the Hon'ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or any other forum or authority, as may be vested with any of the powers of a High Court under the Act.

Upon implementation of the provisions contained in the New Act if the Scheme has been filed with the Bombay High Court and is pending disposal, the procedure to be followed from the date of such implementation would be as prescribed under the rules thereunder as may be applicable.

This Scheme has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under Section 2(1B) of the Income tax Act, 1961. If any term(s) or provision(s) of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income tax Act, 1961, the provisions of Section 2(1B) of the Income tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary and such modification shall not affect other parts of the Scheme.

3. OBJECTS & RATIONALE

3.1 The Transferor Companies are companies through which promoters and certain promoter group members hold shares of JBCPL. The primary asset of the Transferor Companies comprise of equity shares in JBCPL. The equity shares of JBCPL are listed on BSE Limited and the National Stock Exchange of India Limited.

- 3.2 The merger of the Transferor Companies with JBCPL would help in consolidating and reorganizing the promoter holding in JBCPL. The same would result in long term stability and transparency in the holding structure of JBCPL.

4. SHARE CAPITAL

- 4.1 The Share Capital of JMPL, the First Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
10,000 Equity Shares of Rs. 10/- each	100,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000
13,000 Unclassified Shares of Rs. 10/- each	130,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 Equity Shares of Rs 10/- each fully paid-up	100,000
Total	100,000

Subsequent to the above balance sheet date, there has been no change in the Authorized, Issued, Subscribed and Paid Up share capital of the First Transferor Company.

- 4.2 The Share Capital of AMPL, the Second Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
10,000 Equity Shares of Rs. 10/- each	100,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000

Particulars	Amount in Rupees
13,000 Unclassified Shares of Rs. 10/- each	130,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 Equity Shares of Rs 10/- each fully paid-up	100,000
Total	100,000

Subsequent to the above balance sheet date, there has been no change in the Authorized, Issued, Subscribed and Paid Up share capital of the Second Transferor Company.

- 4.3 The Share Capital of DMPL, the Third Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
10,000 Equity Shares of Rs. 10/- each	100,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000
13,000 Unclassified Shares of Rs. 10/- each	130,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 Equity Shares of Rs 10/- each fully paid-up	100,000
Total	100,000

Subsequent to the above balance sheet date, there has been no change in the Authorized, Issued, Subscribed and Paid Up share capital of the Third Transferor Company.

4.

- 4.4 The Share Capital of KMPL, the Fourth Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
10,000 Equity Shares of Rs. 10/- each	100,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000
13,000 Unclassified Shares of Rs. 10/- each	130,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 Equity Shares of Rs 10/- each fully paid-up	100,000
Total	100,000

Subsequent to the above balance sheet date, there has been no change, in the Authorized, Issued, Subscribed and Paid Up share capital of the Fourth Transferor Company.

- 4.5 The Share Capital of SMPL, the Fifth Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
13,000 Equity Shares of Rs. 10/- each	130,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000
10,000 Unclassified Shares of Rs. 10/- each	100,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,250 Equity Shares of Rs 10/- each fully paid-up	102,500
Total	102,500

Subsequent to the above balance sheet date, there has been no change in the Authorized, Issued, Subscribed and Paid Up share capital of the Fifth Transferor Company.

- 4.6 The Share Capital of BMPL, the Sixth Transferor Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rupees
<u>Authorized Share Capital</u>	
10,000 Equity Shares of Rs. 10/- each	100,000
2,000 10% Redeemable Non-Cumulative Preference Shares of Rs. 10/- each	20,000
25,000 12% Redeemable Non-Cumulative Non-voting Participating Preference Shares of Rs. 10/- each	250,000
13,000 Unclassified Shares of Rs. 10/- each	130,000
Total	500,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
10,000 Equity Shares of Rs 10/- each fully paid-up	100,000
Total	100,000

Subsequent to the above balance sheet date, there has been no change in the Authorized, Issued, Subscribed and Paid Up share capital of the Sixth Transferor Company.

- 4.7 The Share Capital of JBCPL, the Transferee Company, as per the latest Annual Report for the year ended on March 31, 2013 is as under:

Particulars	Amount in Rs.
<u>Authorized Share Capital</u>	
100,000,000 Equity Shares of Rs. 2/- each	200,000,000
Total	200,000,000
<u>Issued Subscribed and Paid-up Share Capital</u>	
84,707,300 Equity Shares of Rs. 2/- each fully paid up	169,414,600
Total	169,414,600

Subsequent to the above balance sheet date, there has been no change in the Authorized Capital. However, the Company has issued and allotted 24,325 Equity Shares of Rs. 2 fo. stock options exercised by certain employees of the Transferee Company. Accordingly,

as on date, the Issued, Subscribed and Paid Up share capital of the Transferee Company is Rs.169,463,250 comprising of 84,731,625 Equity Shares of Rs. 2 each fully paid up.

- 4.8 As on date, 43,342,270 Equity Shares of the Transferee Company is beneficially owned and held by the Transferor Companies. The number of such shares held by each of the Transferor Companies is as under:

Particulars	No of Shares Held
The First Transferor Company	7,466,242
The Second Transferor Company	7,234,882
The Third Transferor Company	7,055,326
The Fourth Transferor Company	7,181,232
The Fifth Transferor Company	6,530,601
The Sixth Transferor Company	7,873,987
Total	43,342,270

5. **OPERATIVE DATE**

- 5.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Bombay High Court or by the Board of Directors of the respective companies shall be effective from the Appointed Date but shall be operative from the Effective Date.

6. **TRANSFER OF UNDERTAKING**

- 6.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the undertakings of the Transferor Companies including all their properties and assets like investments, unutilized Minimum Alternate Tax (MAT) credit and other movable assets of whatsoever nature shall under the provisions of Sections 391 to 394 of the Act, without any further act or deed, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- 6.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies shall under Sections 391 to 394 and other applicable provisions of the Act and without any further act or deed

be and stand also transferred and/or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the respective Transferor Companies. Any securities, debentures or notes issued by the Transferor Companies and held by the Transferee Company, and vice versa, at any time prior to the Effective Date, shall stand cancelled as on the Effective Date, and shall be of no effect and the Transferor Companies or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

6.3 In respect of movable assets including sundry debtors, outstanding loans and advances recoverable in cash or kind or value to be received, bank balances and deposits, deposits that stand and are transferred to the Transferee Company pursuant to this Scheme, the Transferee Company shall give notice in such form as it deems fit to concerned person of authority or institution or organization that pursuant to the Bombay High Court having sanctioned this Scheme, the said debt, loan, advance, deposit or receivable be paid to or made good to or transferred and held in the name and on account of the Transferee Company and right of the Transferor Companies to recover or realize or receive the same stands extinguished. Any movable asset capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such delivery or endorsement and delivery.

6.4 Upon the Scheme becoming effective and upon presentation of copy of order passed by the High Court, (i) the mutual fund/asset management company shall, in their records, change the name of the Transferor Companies in respect of the investments/account held by them to the name of the Transferee Company and recognize Transferee Company as subsequent legal and beneficial owner of such investments/account, and (ii) companies, corporations, public sector undertakings and banks shall, in their records change the name of the Transferor Companies in respect of securities, bonds and deposits held by the Transferor Companies to the name of the Transferee Company.

7. LEGAL PROCEEDINGS

- 7.1 If any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Companies be pending, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies into the Transferee Company or by anything contained in this Scheme, but such suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the respective Transferor Company as if this Scheme had not been made.
- 7.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in sub-clause 7.1 above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.
- 7.3 On and from the Effective Date, the Transferee Company may, if required, initiate any legal proceedings in relation to activities, affairs or matters pertaining to the Transferor Companies.

8. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 8.1 Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature, to which any of the Transferor Companies is a party and subsisting or having effect immediately before Effective Date shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the respective Transferor Company, the Transferee Company had been a party thereto.
- 8.2 The Transferee Company shall enter into and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

9. **DEALING IN SHARES**

- 9.1 Transferor Companies shall not vary the number of equity shares held by them in the Transferee Company as set out in clause 4.8 above between the date of meeting of the board of directors of respective Transferor Company, convened to approve the Scheme and the Effective Date.

10. **SAVING OF CONCLUDED TRANSACTION**

- 10.1 The transfer and vesting of the assets, liabilities and obligations appertaining to each of the Transferor Companies as mentioned under Clause 6 above and the continuance of the proceedings by or against the Transferor Companies under Clause 7 above and the effectiveness of contracts and deeds under Clause 8 above shall not affect any transactions or proceedings already completed by the Transferor Companies on and after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and/ or on behalf of the Transferor Companies as acts, deeds and things done and executed by and on behalf of the Transferee Company.



11. **CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

- 11.1 With effect from the Appointed Date and upto the Effective Date:

11.1.1 The Transferor Companies shall carry on and be deemed to have been carrying on its business and activities and shall stand possessed of and hold all of their properties and assets for and on account of and in trust for the Transferee Company. Each of the Transferor Companies hereby undertakes to hold the said assets with utmost prudence until the Effective Date.

11.1.2 Each of the Transferor Companies shall carry on its business and activities with reasonable diligence and business prudence and in the same manner as carried before and shall not venture into any new business and shall not (without the prior written consent of the Transferee Company), alienate, charge, mortgage, encumber or otherwise deal with or dispose of their respective undertakings or

any part thereof except in the ordinary course of business nor shall they undertake any new business or a substantial expansion of their existing business.

11.1.3 All the profits or income accruing or arising to the Transferor Companies or expenditure accruing to the Transferor Companies or losses incurred or suffered by the Transferor Companies, on and after the Appointed Date shall for all purposes and intents be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

11.1.4 All estates, assets, liabilities, rights, title, interests, obligations and authorities accrued to and/or acquired by the Transferor Companies on and after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and / or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394 (2) of the Act, without any further act, instrument or deed, be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, liabilities, right, title, interests, obligations and authorities of the Transferee Company.

12. DIVIDENDS, PROFITS, BONUS / RIGHT SHARES

- 12.1 Save and except what is provided in clause 12.2 below, the Transferor Companies shall not without the prior written consent of the Transferee Company utilize the profits if any, for the period from and after the Appointed Date, for declaring or paying any dividend.
- 12.2 In the event the Transferee Company declares dividend between the Appointed Date and the Effective Date, the Transferor Companies shall be entitled to declare dividend to its shareholders to the extent of the dividend received by it from the Transferee Company.
- 12.3 Further, the Transferor Companies shall not after the Appointed Date, issue or allot any further securities either rights or bonus or otherwise without the prior written consent of the Transferee Company.

13. CONSIDERATION

13.1 Consideration to the Shareholders of the Transferor Companies:

13.1.1 Pursuant to the Scheme coming into effect and transfer of the undertaking of the Transferor Companies to the Transferee Company, the Transferee Company shall issue and allot equity shares of face value of Rs. 2 in its capital at par, to the shareholders of the Transferor Companies whose names appear in the Register of Members of the Transferor Companies as on the Effective Date or his /her legal heirs, executors or administrators or, as the case may be, successors as under (hereinafter referred to as 'New Equity Shares'):-

To the Shareholders of the First Transferor Company:

746.6242 (Seven Hundred Forty Six and Six Thousand Two Hundred Forty Two Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10/- each held by him/her in JMPL.



To the Shareholders of the Second Transferor Company:

723.4882 (Seven Hundred Twenty Three and Four Thousand Eight Hundred Eighty Two Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10/- each held by him/her in AMPL.

To the Shareholders of the Third Transferor Company:

705.5326 (Seven Hundred Five and Five Thousand Three Hundred Twenty Six Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10/- each held by him/her in DMPL.

To the Shareholders of the Fourth Transferor Company:

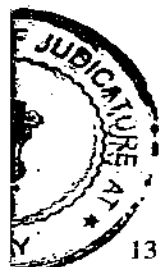
718.1232 (Seven Hundred Eighteen and One Thousand Two Hundred Thirty Two Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10/- each held by him/her in KMPL.

To the Shareholders of the Fifth Transferor Company:

637.1318 (Six Hundred Thirty Seven and One Thousand Three Hundred Eighteen Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10 each held by him/her in SMPL.

To the Shareholders of the Sixth Transferor Company:

787.3987 (Seven Hundred Eighty Seven and Three Thousand Nine Hundred Eighty Seven Thousandth) fully paid up equity shares of Rs. 2/- each of the Transferee Company credited as fully paid up, for every 1 (One) equity share of Rs. 10 each held by him/her in BMPL.

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- 13.2 Any fractional entitlement arising out of issue and allotment of the New Equity Shares of the Transferee Company to the shareholders of the Transferor Companies pursuant to clause 13.1 hereinabove shall be rounded off to the nearest integer.
- 13.3 The New Equity Shares to be issued to the members of the Transferor Companies by the Transferee Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.
- 13.4 Upon New Equity Shares being issued and allotted by the Transferee Company to the shareholders of the Transferor Companies, in accordance with Clause 13.1, the share certificates in relation to the shares held by the said shareholders in the Transferor Companies shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- 13.5 The New Equity Shares shall be issued in dematerialized form only.
- 13.6 The Transferee Company shall, if and to the extent required, apply for and obtain approvals from concerned regulatory authorities for the purpose of issue and allotment of the New Equity Shares by the Transferee Company to the members of the Transferor Companies under the Scheme.

13.7 The New Equity Shares of the Transferee Company shall be listed on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date.

13.8 The issue and allotment of New Equity Shares to the members of the Transferor Companies, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under Section 62 and any other provisions of the New Act, to the extent applicable.

14. EMPLOYEES OF THE TRANSFEROR COMPANIES

14.1 There are no employees employed with the Transferor Companies.

15. CANCELLATION OF EQUITY SHARES


15.1 As a consequence of amalgamation of the Transferor Companies into the Transferee Company, the shares of the Transferee Company held by the Transferor Companies which in terms of Clause 6.1 of the Scheme vests in the Transferee Company shall stand cancelled and accordingly, the Equity Share Capital of the Transferee Company shall stand reduced to the extent of face value of Equity Shares held by each of the Transferor Companies in the Transferee Company, as on the Appointed Date.

15.2 Such reduction of Equity Share Capital of the Transferee Company as provided in this Clause 15.1 above, shall be effected as an integral part of the Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Bombay High Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction without the need on the part of the Transferee Company, to carry out any further act or deed. While approving the Scheme as a whole, the Shareholders of the Transferee Company have also resolved and accorded the relevant consents as required under Sections 100 to 103 of the Act or any other provisions of the Act.

15.3 National Securities Depository Limited/Central Depository Services Limited/their respective depository participant shall cancel in their records the equity shares in the Transferee Company held by the Transferor Companies on the Effective Date,

16. ACCOUNTING TREATMENT

- 16.1 The Transferee Company shall follow Pooling of Interest Method for accounting as per Accounting Standard – 14 on Accounting for Amalgamation prescribed under Companies (Accounting Standard) Rules 2006 and such other guidelines as may be prescribed by the Central Government in this regards from time to time, subject to the following:

- 
- 16.1.1 All the assets and liabilities (including reserves) as appearing in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values as appearing in the books of the Transferor Companies;
- 16.1.2 It is hereby clarified that the balance in reserves account including Capital Redemption Reserve Account and Profit and Loss Account of the Transferor Companies as on the Appointed Date shall be transferred to and aggregated with the corresponding reserves in the books of the Transferee Company. It is clarified that identity of the reserves of the Transferor Companies shall be preserved upon transfer thereof to the Transferee Company. The Transferee Company may, subject to approval from concerned regulatory authority, reclassify the Statutory Reserves, recorded pursuant to the merger, as 'General Reserve'.
- 16.1.3 The investments in the equity share capital of the Transferee Company as appearing in the books of accounts of the Transferor Companies, shall stand cancelled pursuant to the scheme;
- 16.1.4 The New Equity Shares issued by the Transferee Company pursuant to Clause 13.1 shall be recorded at face value;
- 16.1.5 The difference between the existing equity capital of the Transferor Companies and the face value of New Equity Shares issued by the Transferee Company and adjusted for cancellation of investments as mentioned in sub clause 16.1.3 above and expenses incurred in relation to the Scheme, would be adjusted against the

reserves as per sequence mentioned in Clause 16.1.6 in the books of the Transferee Company.

16.1.6 The adjustment to reserves as referred to in Clause 16.1.5 above in the books of the Transferee Company shall be done in the following sequence:

1. Capital Redemption Reserve
2. General Reserve
3. Balance to the extent necessary against the balance lying in the Profit and Loss account

16.1.7 The application and consequential reduction of the Capital Redemption Reserve Account of the Transferee Company as stated in Clause 16.1.6 above, shall be effected as an integral part of the Scheme, upon which the share capital of the Transferee Company shall be deemed to be reduced to the extent as the case may be and the Order of the High Court of Bombay sanctioning the Scheme shall be deemed to be an order under Section 55 of the New Act read with Sections 100 - 102 of the Act confirming the reduction.




16.1.8 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserve Account / balance lying in the Statement of Profit and Loss Account reflected in the balance sheet of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

17. COMBINATION OF AUTHORISED SHARE CAPITAL

17.1 Upon coming into effect of the Scheme, the Authorised Share Capital of the Transferor Companies as mentioned in Clause 4 above, or such amount as may be on the Effective Date, shall be added to the Authorised Share Capital of the Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of stamp duty or the registration fees and Clause IV of the Memorandum of Association of the Transferee Company shall be replaced accordingly.

- 17.2 Under the accepted principle of single window clearance, it is hereby provided that the aforesaid alteration in the Memorandum of Association of the Transferee Company viz. change in the capital clause, referred above of the Transferee Company shall become operative on the Scheme being effective by virtue of the fact that the shareholders of the Transferee Company, while approving the Scheme as a whole, have also resolved and accorded the relevant consents as required respectively under section 14, 61, and 64 of the New Act or any other provisions of the Act or the New Act and shall not be required to pass separate resolutions as required under the Act or the New Act.

Consequent to the scheme, the Authorised Share Capital of the Transferee Company shall automatically stand increased to the following without any further act or deed on the part of the Transferee Company and without payment of stamp duty and registration fees to the concerned Registrar of Companies:



Particulars	Amount in (Rs.)
Authorized Share Capital	
101,500,000 Equity Shares of Rs. 2/- each	203,000,000
Total	203,000,000

18. CONDITIONALITY OF THE SCHEME

- 18.1 The Scheme is and shall be conditional upon and subject to:

- 18.1.1 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme as the case may be;
- 18.1.2 Approval of the Scheme by the requisite majority of respective members and creditors of the Transferor Companies as well as the Transferee Company, in terms of the applicable provisions of the Act ;
- 18.1.3 Approval of the Scheme in terms of the guidelines and circulars issued by the Securities and Exchange Board of India ('SEBI') from time to time, as may be considered necessary to give effect to the Scheme, including approval of the Scheme by majority of public shareholders through postal ballot / e-voting ;

- 18.1.4 Sanctions and Orders under the provisions of Sections 391 to 394 of the Act read with Sections 100 to 103 of the Act and Section 55 of the New Act being obtained by the Transferor Companies and the Transferee Company from the Bombay High Court ;
- 18.1.5 Certified copies of Orders of Bombay High Court, sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai; and
- 18.1.6 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.
- 18.1.7 It is clarified that on the approval of the Scheme by the requisite majority of members as aforesaid, it shall be deemed that the said members have also resolved and accorded all relevant consents under any other provisions of the Act and/or the New Act to the extent the same may be considered applicable.



This Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the aforesaid dates, namely, that on which the consents, approvals, permissions, resolutions and orders as mentioned in Clause 18.1 is obtained or passed.

19. WINDING UP OF THE TRANSFEROR COMPANIES

- 19.1 On the Scheme becoming effective the Transferor Companies shall be dissolved without being wound up without any further act by the parties.

20. APPLICATION TO THE HIGH COURT

- 20.1 The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make applications/petitions to the High Court of Judicature at Bombay where the registered offices of all the companies are situated, for sanctioning this Scheme of Amalgamation and Arrangement and consequent reduction of Equity Share Capital of the Transferee Company under Section 391 to 394 of the Act read with Sections 100 to 103 of the Act and 55 of the New Act, and for dissolution of the Transferor Companies without winding up.

21. **MODIFICATION OR AMENDMENT TO THE SCHEME**

- 21.1 On behalf of the Transferor Companies and the Transferee Company, their respective Board of Directors, or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may make and/ or consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the High Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of Directors. The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to the Scheme or to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. Any modification to the Scheme would be subject to further approval from the Bombay High Court, if necessary.

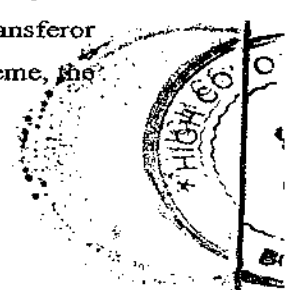
22. **EFFECT OF NON-RECEIPT OF APPROVALS**

- 22.1 In the event of any of the approvals or conditions enumerated in Clause 18 above not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of Transferee Company and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay or does not otherwise become effective by May 31, 2015 or within such further period or periods as may be agreed upon between Transferee Company and the Transferor Companies through their respective Board of Directors, then the Scheme shall become null and void and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, the

Transferor Companies shall bear and pay costs, charges and expenses in connection with this Scheme.

23. COSTS, CHARGES AND EXPENSES

- 23.1 All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto shall be borne by the Transferee Company. However, in the event the cash balances of the Transferor Companies as at the Effective Date is lower than the expenses relating to the Scheme, the shareholders of the Transferor Companies shall bear such shortfall.



Certified to be TRUE COPY
For RAJESH SHAH & CO.

Rajesh Shah

Advocate for the Petitioner/Applicant

TRUE-COPY
10/04/2015
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 815 OF 2014
CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 672 OF 2014

In the matter of:

The Companies Act, 1956 (1 of 1956) and the Companies Act, 2013
(18 of 2013);

AND

In the matter of:

Sections 391 to 394 read with Sections 100 to 103 of the Companies
Act, 1956 and Section 55 of Companies Act, 2013;

AND

In the matter of:

The Scheme of Amalgamation and Arrangement between Jyotindra
Mody Holdings Private Limited ('JMPL' or 'the First Transferor
Company') and Ansuya Mody Securities Private Limited ('AMPL' or
'the Second Transferor Company') and Dinesh Mody Securities Private
Limited ('DMPL' or 'the Third Transferor Company') and Kumud
Mody Securities Private Limited ('KMPL' or 'the Fourth Transferor
Company') and Shirish B. Mody Investments Private Limited ('SMPL'
or 'the Fifth Transferor Company') and Bharati S. Mody Investments
Private Limited ('BMPL' or 'the Sixth Transferor Company') and J.B.
Chemicals & Pharmaceuticals Limited ('JBCPL' or 'the Transferee
Company' or 'the Petitioner Company')

AND

Their respective shareholders

J. B. Chemicals & Pharmaceuticals Limited
... the Petitioner Company

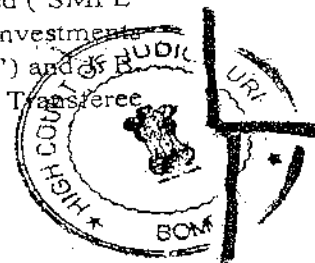
Authenticated copy of the Minutes of the Order dated 27th February,
2015 alongwith Scheme

Rajesh Shah & Co.

Advocates for the Petitioner Company

16, Oriental Building, 30, Nagindas Master Road,

Mumbai- 400 001



Applied on... 02/02/2015
Engrossed on... 02/04/2015
Section Writer...
Folios...
Examined by...
Compared with...
Ready on... 10-02-2015
Delivered on... 13-04-2015

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