Memorandum

and

Articles

of

Association

of

Panacea Biotec Limited

Memorandum

and

Articles of Association

of

Panacea Biotec Limited

COMPANY No. 16-22350

CERTIFICATE OF REGISTRATION OF THE ORDER OF COMPANY LAW BOARD BENCH, NEW DELHI CONFIRMING TRANSFER OF THE REGISTERED OFFICE FROM ONE STATE TO ANOTHER.

The Panacea Biotec Limited

having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the State ~~of~~ NCT of Delhi to the State of Punjab dnd such alteration having been confirmed by an order of Company Law Board Bench, New Delhi bearing date the 30th day of November 1998. (30-11-1998)

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at JALANDHAR this 15th day of March One Thousand Nine Hundered and Ninty ~~Eight~~. Nine (15-03-1999)

(S.K. SAXENA)
REGISTRAR OF COMPANIES
PUNJAB, H.P.& CHANDIGARH

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

Company No. 55-17475

In the Office of the Registrar of Companies, Delhi & Haryana
(Under the Companies Act. 1956 (1 of 1956)

IN THE MATTER OF PANACEA DRUGS LIMITED

I hereby certify that PANACEA DRUGS LIMITED Limited, which was originally incorporated on SECOND day of FEBRUARY one thousand nine hundred and XXXX EIGHTY FOUR under the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX / Companies Act. 1956 (Act. 1 of 1956) Under the Name PANACEA DRUGS PRIVATE LIMITED XXXXXX, having duly passed the necessary resolution in terms of Section 21 of the Companies Act. 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 read with Government of India, Department of Company Arrairs Notification No. G.S.R. 507 (E) dated 24.6.1985 by Registrar of Companies, Delhi & Haryana, New Delhi vide Letter No. 21/55-17475/17460 datad 6-9-93 the name of the said Company is this day changed to PANACEA BIOTEC LIMITED XXXXX and this Certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at NEW DELHI This SEVENTH day of SEPTEMBER (One thousand nine hundred & ninty THREE.

(V.S. GALGALI)
XXXXXXXXXXXX REGISTRAR OF COMPANIES
DELHI AND HARYANA

The Word Private
deleted U/343 A(1A)
of the Companies Act 1956
w.e.f. 30.06.93.

Sd/

Asstt. Registrar of Companies
Delhi & Haryana

सत्यमेव जयते

प्रारूप० आई० आर०

FORM I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

सं० .... 17475 .... शक .... 1905 ....

No................17475...............of.... ....1983-84 ....

मैंएतद् द्वारा प्रमाणित करता हूं कि आज .... पैनेसिया ड्रग्स ....
~~प्राईवेट~~ लिमिटेड ....
Sd/ Asstt. Registrar of Companies ....
Delhi & Haryana
कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन नियमित की गई हैं और यह कम्पनी परिसीमित हैं।

I hereby certify that...............PANACEA DRUGS ~~PRIVATE~~ LIMITED ....
Sd/
....Asstt. Registrar of Companies.................
Delhi & Haryana
is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is li ited.

मेरे हस्ताक्षर से आज ता० .... 13 माघ, 1905 ....को दिया गया।

Given under my hand at............NEW DELHI............this....................SECOND .... day of.........FABRUARY...... ....One thousand nine hundred and...........EIGHTY-FOUR.........

कम्पनी • रजिस्ट्रार
दिल्ली एवं हरियाणा

Sd/-
(आर. सी. निगम)
R. C. Nigam
कम्पनी रजिस्ट्रार
Registrar of Companies
DELHI & HARYANA

प्रारूप० आई० आर०

FORM I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

सं० .... 17475 .... शक .... 1905 ....

No................17475................of........... 1983-84 ....

मैंएतद् द्वारा प्रमाणित करता हूं कि आज .... पैनेसिया ड्रग्स ....
... प्राईवेट लिमिटेड ....
....

कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन नियमित की गई हैं और यह कम्पनी परिसीमित है।

I hereby certify that................PANACEA DRUGS PRIVATE LIMITED............................

....

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

मेरे हस्ताक्षर से आज ता० .... 13 माघ, 1905 .... को दिया गया।

Given under my hand at ....NEW DELHI ....this.....................SECOND ....
day of.........FABRUARY........One thousand nine hundred and..........EIGHTY-FOUR........

कम्पनी • रजिस्ट्रार
दिल्ली एवं हरियाणा

Sd/-
(आर. सी. निगम)
R. C. Nigam
कम्पनी रजिस्ट्रार
Registrar of Companies
DELHI & HARYANA

(THE COMPANIES ACT, 2013)

(COMPANY LIMITED BY SHARES)

(Incorporated under the Companies Act, 1956)

Memorandum of Association*
of
Panacea Biotec Limited**

I. The name of the Company is PANACEA BIOTEC LIMITED**.

II. The Registered Office of the Company will be situated in the State of Punjab#.

III.(A) The objects to be pursued by the Company on its incorporation are:

1. To manufacture, formulate, process, develop, refine all kinds of pharmaceuticals, antibiotics, medicines, medicinal preparations, drugs, chemicals, chemical products, dry salters, foods suitable for infants and invalids, and allied goods and to carry on the business of chemists, druggists, importers, exporters, buyers, sellers, agents, distributors and stockists of all kinds of pharmaceuticals.

2. To manufacture, buy, sell and deal in mineral waters, wines, cordials, liquors, soups, broths and other restoratives or foods especially those suitable for infants, invalids and convalescents, and also to deal in medicinal goods, such as surgical instruments, contraceptives, photographic goods, oils, perfumes, cosmetics, patent medicines, soaps, artificial eyes, hospital requisites, vaccines, biologicals, proprietary medicines, veterinary medicines and tinctures extracts.

3. To carry on the business of vialling, bottling, repacking, processing of capsules, syrups, tablets and ointments.

4. To carry on the business of manufacturers and dealers in insecticides, pesticides, repellents, fertilisers and all kinds of agricultural chemicals and to carry on the said business in all their branches and/or to undertake spraying of such chemicals through manual, mechanical and/or aerial operations, alone or in association with other agencies and/or companies.

5. To act as an import & export house.

6. To acquire, render or sell, give technical know-how in India or abroad for any kind of collaboration on any basis.

7.## To carry on the business as manufacturers, producers, growers, makers, buyers, sellers, importers, exporters, distributors, agents, brokers, consultants, factors, stockists, commission agents, dealers, market makers and engineers of engineering goods, machinery, apparatus, tools, instruments, appliances, metals, alloys, iron, automobile parts, steels and stainless steel and iron products, hides, skins, leather goods, furs, bristles, tobacco (raw and manufactured), hemp, seeds, oils and cakes, vanaspati, textile, fiber, coir, jute and products thereof, wood and timber, bones crushed and uncrushed, coal and charcoal, glue, gums and resins, ivory, lac, shellac, manures, pulp or wood rags, rubber, tanning substance, petroleum & petroleum products, gases, wax, quartz, crystal, chemicals and chemical preparations, plastic linoleum articles, glass ware, handicraft items, handloom, toys, gold, precious stones, ornaments, jewelleries, pearls, drugs, medicines and pharmaceutical and biological products, instruments and appliances, soaps & detergents, paints, machinery and mill work and parts thereof, paper, and stationery, newsprint, sport goods, cosmetics, films, rubber and plastic goods, batteries, surgical and musical instruments, marble and hardware items, calendars, all kinds of books and manuscripts, electrical and electronic products of all kinds, computer hardware & software, data processing, communication systems, air-conditioning & refrigeration, sanitaryware and fittings, synthetic, cotton and woolen yarns and fiber, woolen textiles, natural fiber, cellulose and cellulosic products, mixed blended products, fish and fish products, fodder bran, flowers, agro products, fruits, nuts, cashew-nuts, kernels, grains, pulses, flours, confectionery items, alcohol, beverages, perfumes, spirits, spices, tea and coffee, sugar and molasses, vegetables and vegetable products, processed foods and packed food, agro and agricultural products, all kinds of fabric, garments and hosiery goods, agarbatti, dhupbatti, carpets, durries, mats, rugs, furniture and packing materials and all other articles of silk, cotton, woolen and worsted materials and all sorts of apparels, dressing materials.

8.## To carry on the business of manufacturers, producers, importers, exporters, retailers, distributors, agents and dealers in chemical, scientific apparatus, appliances, compounds, preparations, materials and requisites of all kinds, and of cements, ceramics, oils, paints, pigments, varnishes, drugs, dyewares, essences, essential oils, ingredients for aerated or mineral water and other drinks, soaps, cosmetics, perfumes, soap flavourings, toilet requisites and preparations, disinfectants and antiseptics, and or cordials, liquors, soups, broths and other restoratives and foods, abrasives & grindings, air-conditioners, alkalis, aluminium, automobiles, auto-ancillaries, bearings, breweries & distilleries, cables, carbon black, cement & cement products, ceramic tiles, cigarattes, civil construction, housing, cycles & accessories, decoratives & laminates, diamonds & jewellery, domestic appliances, dry cells, dyes & dyes intermediaries, electrical equipments, switchgears, picture tubes, electrodes, engineering products, engines, entertainments, fasteners, ferro-alloys, fertilisers, food processing, food products, forgings, glass, explosives, leather footwear & leather products, lubricants, machine tools, metals, mining, moulded luggage, furniture, office equipments, packaging & packaging products, paints, photographic & allied products, plastics, pollution control equipments, power, pumps & compressors, refineries, refractories, solvent extraction, sponge iron, pig iron, steel tubes, pipes, telecommunications, textile machinery, power transmission and tyres & tubes.

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* The Amended and Restated Memorandum of Association of the Company was adopted vide Shareholders' Resolution passed on July 06, 2019.

** The name of the Company was changed from "Panacea Drugs Limited" to "Panacea Biotec Limited" w.e.f. September 07, 1993.

\# As amended vide Shareholders' Resolution passed on May 06, 1998 and approved by the Company Law Board vide its Order No. 135/17/98-CLB dated November 30, 1998.

\## Added vide Shareholders' Resolution passed on February 19, 2000.

9.[$] To carry on the business of sale, purchase, manage, develop, exchange, lease, hire, dispose off, turn to account or otherwise deal with all or any part of the property and rights of the company.

10.[$$] To acquire, establish, run and maintain hospital(s) for the reception and treatment of persons suffering from illness, or mental defect or for the reception and treatment of persons during convalescence, or of persons requiring medical attention, or rehabilitation, to provide medical relief to the public in all branches of medical sciences by all available means, to run, own, manage, administer, Diagnostic Centres, Scan Centres, Nursing Homes, Clinics, Dispensaries, Maternity Homes, Child Welfare and Family Planning Centres, Clinical Research Organisation, Clinical, Pathological testing laboratories, X-Ray and ECG Clinics in India and abroad, to act as Consultant and Advisors providing technical know-how, technical services and allied services for the establishment, operation and improvement of Nursing Homes, Hospitals, Clinics, Medical Institutions, Medical Centres, Diagnostics Centres and Laboratories In India and abroad, to carry out medical research by engaging in the research and development of all fields of medical sciences, and in therapies of medical treatment, so as to afford medical relief in a better way, to provide research facilities for carrying on research, basic and applied, in all systems and discipline or medical and surgical knowledge, to develop pharmacological standardization of indigenous medical plant, to encourage and discover new medical and/or surgical management of disease and affections and to investigate and make known the nature and merits of investigations and findings and research in the said field and to acquire any processes upon such terms as may seem expedient and to improve the same and undertake the manufacture of any product developed, discovered or improved and/or to give licences for the manufacture for the same to other and either to market the same or to grant licenses to other(s) to market the same on such terms as may be deemed fit, to provide, encourage, initiate or promote facilities for the discovery, improvement or development of new method of diagnosis, understanding and treatment of diseases.

11.[$$] To establish and run health portal, web sites, medical transcription centres, data processing/computer centres, retail chains, e-commerce, and to offer wholesale, retail, e-commerce facilities, health constancy and data processing and other services that are normally offered by health portal, web sites, medical transcription centres, data processing/computer centres, retail chains, etc. to individuals, business and other type of customers and to impart training of Electronic data processing, Computer Software and Hardware, to customers and others and to carry on the business of manufacturers, producers, makers, convertors, repairers, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in computers, data processors, calculators, tabulators, machines, appliances, accessories, devices and instruments, of every kind and activation for use for industrial, commercial, scientific, medical, statistical, or any other purpose and any product or products thereof or materials, articles, software and hardware used in the operation of or otherwise in connection therewith or ancillary thereof.

12.[$$] To carry on the development and operation of Special Economic Zones across India in Healthcare, Biotechnology and related sector and to carry on all kinds of businesses in Special Economic Zones across India or the business of construction, civil contractors, or erection and to layout, develop, purchase, construct, build, erect, demolish, re-erect, alter, improve, repair, furnish, decorate, maintain, take on lease, exchange or in any other lawful manner acquire any land, building, immovable properties or super structures of any tenure or description, whether residential, commercial, industrial, agricultural or otherwise, or the rights, titles or interests therein or connected therewith or to hold, occupy, underlet, mortgage, lease, allot, let out or dispose of the same in full or in part, by outright sale or by any other mode of disposition, to enter into agreements of all kinds relating to the development, operation and business of Special Economic Zones across India or to undertake structural, architectural or engineering work of any kind as well as prepare estimates, designs, drawings, specifications, or models for such purposes or to enter into all kinds of joint ventures or collaborations for the aforesaid.

III.(B) Matters which are necessary for furtherance of the objects specified in Clause III (A) are:

1. To guarantee the payment of moneys secured by or payable under lien or in respect of promissory notes, bonds, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company, or of any authority, Supreme, Municipal, Local or otherwise or of any person, whatsoever whether incorporated or not and to guarantee or become surety for the performance of any contract or obligation in connection with the business of the Company.

2. To open accounts with any individual, firm(s), Company or Bank(s) and to pay into and withdraw money from such account or accounts.

3. To execute and to carry out agreement of sole agency or other similar agreements and to appoint sub agents or distributing agents in connection with the business of the Company.

4. To grant annuities, pensions, allowances, gratuities and bonuses to any employees or ex-employees (including Ex-Directors of the Company or their relations, connections or dependents or its predecessors in business) and to establish or support associations, institutions, clubs, schools, hospitals, dispensaries, canteens, hotels and restaurants houses, dwellings, chawls, funds, schemes and trusts (religious, scientific, educational, charitable, provident or otherwise) which may be considered calculated to benefit any such person of the public or otherwise advance the interests of the Company or of its members and to establish and contribute to any scheme for the purpose by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to formulate and carry into effect any scheme for sharing the profit of the Company with its employees or any of them to subscribe or grant money for any charitable or benevolent objects or for any exhibition or for any public, general or useful objects or earmark a portion of the profits of the Company or create a fund or funds for any such objects or purposes.

5. To buy, sell, exchange, install work, repair, fabricate, alter, refine, improve, manipulate, prepare for market, let out on hire, plants, machinery, equipment, works, carriers, vehicles, apparatus and appliances, which are necessary or convenient for carrying on any business which the Company is authorised to carry on.

$ Added vide Shareholders' Resolution passed on September 20, 2003.

$$ Added vide Shareholders' Resolution passed on July 14, 2008.

6. To undertake and execute any trusts either gratuitously or otherwise.

7. To establish and maintain agencies, branches, places and local registrars, to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local Companies or partnership or as may be thought desirable.

8. To enter into arrangement for rendering and obtaining technical services and/or technical collaboration and/or financial collaboration whether by way of loans or capital participation with individuals, firms or body corporates, whether in or outside India.

9. To invest and deal with moneys of this Company not immediately required upon such assets, properties, securities or otherwise and in such manner as may from time to time be determined by the Directors for the main objects.

10. To enter into arrangements with any Government or Authority, Supreme, Municipal, Local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority all rights, concessions and privileges which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

11. Subject to Sections 179, 73, 74 and other applicable provisions of the Companies Act, 2013 and the regulations made thereunder and the directions issued by the Reserve Bank of India, to receive fixed and other deposits, to borrow, raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem and payoff any such securities, also to draw, make, accept, execute and issue bills of exchange, promissory notes, bills of lading and other negotiable or transferable instruments or securities.

12. Subject to the provisions of applicable laws, the Company has power to make and receive gifts, either in cash or other movable or immovable properties.

13. To amalgamate with any other company whose objects or any of them are similar to the objects of this Company or whose business is similar to the business or any part of the business of this Company, whether by sale or purchase (for shares or otherwise) of the undertaking and liabilities of this or any such other Company as aforesaid.

14. To acquire and undertake on any terms all or any part of the business, property, rights and liabilities of any person, firm or company carrying on any business which this Company is authorised to carry on.

15. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal, concession or co-operation with any person or persons, Company or Companies carrying on or engaged in any business which the Company is authorised to carry on.

16. To hold or assist in holding exhibitions in India and elsewhere of the products and articles in which the Company is interested and also the promotional and developmental activities of the Company.

17. To lend money on mortgage of immovable property or on hypothecation or pledge of movable property with or without security to such persons on such terms as may be expedient and in particular to customers and persons, firms, concerns, Companies and factories having dealings with the Company for implementing the main objects of the Company, provided that the Company shall not carry on Banking business.

18. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for special dividends or equalising dividends or for any other purpose whatsoever and to transfer any such fund or part thereof to any of the other funds herein mentioned.

19. To pay all costs, charges and expenses of and incidental to the promotion, incorporation and registration of the Company and charges in connection therewith and to remunerate (by cash or other assets or by allotment of fully or partly paid up shares, by call or option on shares, debentures, debenture-stock or securities of this or any other Company or in any other manner, whether out of the Company's capital or profit or otherwise) any person/persons or a Company for services rendered or to be rendered or in the conduct of business of the Company.

20. To apply for purchase or otherwise acquire, protect, prolong or renew any patents, patent rights, licences, trade marks, designs, concessions and the like conferring any exclusive or non-exclusive, or right to use or any secret or other information as to any invention which may seem capable of being used, for any of the purposes of the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

21. To apply for, tender, purchase or otherwise acquire any contract and concessions for or in relation to the construction, execution and carrying out, equipment, administration or control of works and conveniences and to undertake, execute, carry out, dispose of or otherwise turn to account the same for implementing the main objects of the Company.

22. To take or otherwise acquire or hold shares in any other Company having objects altogether or in part similar to those of this Company.

23. To use trade marks, names or brands for the products and goods of the Company and to adopt such means of making known the business and/or products of the Company in which this Company is interested as may seem expedient and in particular by advertising in newspapers, magazines, periodicals, circulars, by opening stalls, exhibitions and by publication of books, periodicals, distributing samples and granting prizes, rewards and donations.

24. To pay for any property, right, interest or benefit acquired by the Company or services rendered to the Company either in cash or in fully or partly paid up shares, with or without preferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and on such terms as the Company may determine.

25. Subject to Section 182 of the Companies Act, 2013, to aid pecuniarily or otherwise any association body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

26. To establish, provide, maintain and conduct or otherwise subsidies research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical research and experiments and to undertake and carry out research and investigations, to improve and invent, to process, new and better techniques and methods.

27. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

28. To make donations to any national memorial fund or any other fund constituted for a charitable or national purpose, subject to the provisions of the Companies Act, 2013.

29. To purchase, acquire, lease or sub-lease or by way of licence or usufructuary, English or other possessory mortgage or in exchange or as a donee or in any other lawful manner, land, buildings, structure, open place surface, rights or other premises for the purposes of the Company/ employees/directors.

30. To appropriate, use or layout land belonging to the Company for streets, parks, pleasure grounds, allotments and other conveniences and to present any such land so laid out to the public or to any persons or Company conditionally or unconditionally as the Company thinks fit.

31. To do all or any of the above things, either as principals, agents, consignors, consignees, trustees, contractors or otherwise and either alone or in conjunction with others, either by or through agents, sub-contractors; trustees or otherwise and to do all such things as are incidental or conducive to the attainment of the main objects.

32. To conduct research and engage in consultancy services in connection with the main objects of the Company.

33. To acquire any shares, stocks, debenture-stock, bonds, obligations or securities issued by any other Company by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof.

34. To purchase, sell, hire out or sell on hire purchase all kinds of motor vehicles, motor cycles, aeroplanes, launches, boates, mechanical or otherwise sewing machines, radio sets, gramophones, pianos and musical instruments, cameras, electric fans, cinematograph machines and apparatus, heaters, refrigerators and other electrical domestic appliances, furniture, wooden and metallic and household equipment.

35. To carry on the-business of building or erecting and constructing structure houses, sheds and other fixture on land and/or building and to purchase, take on lease or otherwise acquire or exchange or transfer any lands and/or buildings of any tenure.

36. To transact or carry on all kinds of agency and contract business and in particular in relation to industrial, manufacturing and financial transactions of every description including the promotion of new industrial resources, the investment of money, the sale and purchase of property sale agents, purchase agents, registrar, insurance agents and to act as agents of any persons, firm, Company, Government and Local authorities.

37. To promote, establish, acquire and run or otherwise carry on the business of manufacturer of food products.

38. To carry on the business of cultivating, growing, buying, selling, manufacturing or otherwise dealing in agriculture and its products including soyabeans, sugarcane and products thereof.

39. To manufacture, import, export, buy, sell, manipulate, prepare for market, can, process, preserve and otherwise deal in oils, vegetable oil, vegetable ghee, oil substances and ingredients.

40. To carry on the business in India or in any part of the world of hotels, restaurants, cafes, taverns, beer houses, refreshment rooms, motels, lodging house keepers, wine, spirit and liquor merchants, brewers, maltsters, distillers, importers, exporters and manufacturers of aerated, mineral and artificial waters and other drinks whether intoxicating or not.

41. To establish and promote the export and import of all kinds of merchandise, machinery, equipment, articles, manufactured or otherwise produce of all kinds to or from any country or transport or carry the same from one part of the country to another part thereof.

42. To install and run a Gas Plant manufacturing Oxygen, Acetylene and other industrial, domestic and hospital gases and to act as agents, distributors and dealers of all types of gases.

43. To carry on business of manufacturers of and dealers in all types of chemicals including its by- products and also to manufacture and dealers in Zinc Oxide, chemicals other allied materials.

44. To incur expenditure on rural development programme which includes any programme for promoting the social economic welfare or the uplift of the public in any rural area of the country in order to implement any of the above mentioned objects or purposes and as approved by the Central State Government or other appropriate authority.

45. To carry on the business of contractors to the State and other Government authorities or to any other body corporate, individual or otherwise.

IV. The Liability of Member(s) is Limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V.* The Authorized Share Capital of the Company is Rs.122,33,70,000 (Rupees One Hundred Twenty Two Crore Thirty Three Lakh Seventy Thousand Only) divided into 12,50,00,000 (Twelve Crore Fifty Lakh) Equity Shares of Re.1/- (Rupee One) each and 10,98,37,000 (Ten Crore Ninety Eight Lakh Thirty Seven Thousand) Preference Shares of Rs.10/- (Rupees Ten) each.

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, description, occupation and addresses of each subscriber	Number of and type of Subscribed shares	Signature of Subscribers	Name, address, description, occupation and signature of witness or witnesses
1. Sardari Lal Jain S/o Charjushah Jain 18/56, East Park Area, Karol Bagh, New Delhi - 110 005 Business	10 (Ten) Equity Shares	Sd/-	I hereby witness the signatures of all the subscribers Sd/ R.C. Jain Chartered Accountant M. No. 6127 S/o Sh. D. S. Jain C/o Rai & Co. Chartered Accountants Flat No. 2, Bishamber Bhavan 54, Darya Ganj New Delhi - 110 002
2. Soshil Kumar Jain S/o L. Sardari Lal Jain 18/56, East Park Area, Karol Bagh, New Delhi - 110 005 Business	10 (Ten) Equity Shares	Sd/-	
Total	20 (Twenty) Equity Shares		

Place: New Delhi Dated 5th day of January, 1984

* Clause V has been altered pursuant to the Scheme of Arrangement between Panacea Biotec Limited and Ravinder Heights Limited and their respective shareholders and creditors as sanctioned by the Hon'ble National Company Law Tribunal, Chandigarh Bench vide order dated September 09, 2020. Earlier, Clause V was altered vide Shareholders' Resolution passed on March 02, 2004.

(THE COMPANIES ACT, 2013)
(COMPANY LIMITED BY SHARES)

(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION*
of
Panacea Biotec Limited**

Definitions

1. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company. The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents unless there be something in the subject or context, inconsistent therewith.

Act means the Companies Act, 2013, and includes where the context so admits any re-enactment or statutory modification thereof for the time being in force.

Affiliate means, in respect of any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person and in case of natural persons, also includes Relatives of such natural person, any hindu undivided family to which such Person belongs and any trusts set up for the benefit of such natural Person, his or her Relatives or his or her other Affiliates.

Applicable Law(s) means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, directive, guideline, binding conditions, policy, other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority, whether in effect as of the date of the adoption of these Articles or at any time hereafter.

Approval means consent, approval, authorisation, permit, grant, concession, agreement, license or order, of, with, or from any Person.

Articles means the articles of association of the Company.

Board of Directors or **Board** means the Board of Directors of the Company.

Business Day means a day (other than a Sunday or a Saturday or a public holiday) on which banks are normally open for business in Punjab and New Delhi.

Company means the above named Company.

Control (including its grammatical variations and correlative terms), in relation to a Person means, as applicable and in each case whether acting by itself or jointly together with another Person (a) the control of or more than 50% (fifty per cent) of the voting rights of the issued share capital of such Person; or (b) the possession, directly or indirectly, of the power to appoint and/ or remove the majority of the members of the board of directors or other governing body of such Person; or (c) the power to direct or cause the direction of the management policies of such Person whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise. For avoidance of doubt, in connection with a fund, a general partner and/or investment manager (or any similar governing authority) is deemed to be in Control of such fund.

Dividend includes any interim dividend and bonus but excludes bonus shares.

Equity Securities mean the Equity Shares, any other forms of equity capital, preference shares, convertible debentures (whether, compulsorily or optionally convertible), options, warrants and other instruments, obligations, or securities, in each case, of the Company, that are directly or indirectly convertible into, or exercisable or exchangeable for, Equity Shares.

Equity Shares means the equity shares of the Company having face value of INR 1 (Indian Rupee One) each.

Financial Statement has the meaning ascribed to it under Section 2(40) of the Act.

Financial Year shall have the meaning assigned thereto by Section 2(41) of the Act.

* The Amended and Restated Articles of Association of the Company were adopted vide Shareholders' Resolution passed on 26 June, 2022. Earlier, the Amended and Restated Articles of Association were adopted vide Shareholders' Resolution passed on July 06, 2019 which have now been replaced with these Articles.

** The name of the Company was changed from 'Panacea Drugs Limited' to 'Panacea Biotec Limited' with effect from September 07, 1993.

Fully Diluted Basis means, in relation to any calculation of Equity Shares, calculation made assuming that all outstanding Equity Securities, whether or not by their terms then currently convertible, exercisable or exchangeable into Equity Shares, have been so converted, exercised or exchanged on the most favourable terms available to their holder at the time of such determination, such that the number concerned is expressed as a number of Equity Shares (and any reference to 'Fully Diluted Basis' in calculating the number of equity shares of any other corporate entity shall be interpreted in a similar manner). For avoidance of doubt, any calculation of Equity Shares on a Fully Diluted Basis will not include the impact of any voting rights attached to, or associated with, redeemable preference shares issued by the Company, until and unless such preference shares are converted or are given a right to convert into Equity Shares.

General Meeting means the meeting of the members of the Company, including the annual general meeting.

Governmental Approval means any Approval of, with or from any Government Authority.

Government Authority means (i) any nation or government or any province, state or any other political subdivision thereof, (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any applicable jurisdiction, or any political subdivision thereof, (iii) any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange, and (iv) any Person acting under the authority of or on behalf of any of the Persons specified in (i) to (iii) above.

Independent Directors mean independent directors who qualify the applicable requirements for qualification and appointment of an independent director in respect of the Company, as specified under Section 2 (47) of the Act and rules made thereunder and the applicable regulations issued by Securities and Exchange Board of India.

Key Managerial Personnel has the meaning ascribed to it under the Act.

Managing Director means the Managing Director of the Company.

Month means calendar month.

Office means the Registered office of the Company.

Person means any individual, entity, joint venture, company, corporation, partnership, proprietorship, trust or other enterprise (whether incorporated or not), hindu undivided family, union, association or Government Authority, and includes their respective successors, legal representatives, administrators, executors and heirs, as the case may be, and in respect of a trust includes its trustee or trustees.

Proxy includes Attorney duly constituted under a Power-of-Attorney.

Register means the Register of Members of the Company required to be kept under Section 88 of the Act.

Registrar means the Registrar of Companies, as defined under Section 2(75) of the Act.

Seal means the Common Seal of the Company.

Secretary means the Company Secretary of the Company.

Securities has the meaning ascribed to it under Section 2(h) of The Securities Contracts (Regulation) Act, 1956.

Shareholders mean the persons holding shares of the Company at any time of determination.

Subsidiary means a subsidiary as defined under the Act.

Transfer means (directly or indirectly) to sell, gift, give, assign, transfer, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any Equity Securities or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily, but does not include to transfer by way of testamentary or intestate succession.

Year means a calendar year.

Interpretation

2. (1) All references in these Articles to statutory provisions shall be construed as meaning and including references to:

(a) any statutory modification, consolidation or re-enactment thereof for the time being in force;

(b) all statutory instruments or orders made pursuant to a statutory provision; and

(c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

(2) Words denoting the singular shall include the plural and words denoting any gender shall include all genders;

(3) Headings are for information only and shall not form part of the operative provisions of these Articles and shall be ignored in construing the same;

(4) Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in these Articles shall refer to provisions of these Articles as specified;

(5) The words “include” and “including” are to be construed without limitation;

(6) Any reference to the word “share” is to share in the share capital of a Company and includes stock; and

(7) Any reference to the word “member” is to the word member as defined under Section 2(55) of the Act.

Articles shall override Table ‘F’

3. The articles contained in the Table F in Schedule I to the Companies Act 2013 shall apply to the Company except in so far as the same are repeated or contained in these articles.

Buy-back of Securities

4. The Company is permitted to buy-back its securities including shares in accordance with the provisions of Section 68, 69 and 70 and other applicable provisions, if any, of the Act (including any future amendments or re-enactments) and as per the rules and procedures prescribed therein and in compliance with the prevailing regulatory provisions and guidelines.

Authorised Share Capital

5. The Authorised Share Capital of the Company is as mentioned in Clause V of Memorandum of Association of the Company with the power to increase or decrease and with the power from time to time to issue any share of any new capital with and subject to any preferential, qualified and special rights, privileges or conditions as may be thought fit and upon the sub-division of a share to apportion the rights to participate in profit in any manner as between the shares resulting from such sub- division. The rights attached to preference shares shall be such as may be determined by the Company at the time of issue thereof or as amended or varied from time to time in accordance with Applicable Law.

Issue of new shares

6. Subject to the provisions of the Act and these Articles, the shares shall be under the control of the Board who may issue, allot or otherwise dispose of the same to such persons on such terms and conditions at such times, either at par or at a premium and for such consideration as the Board thinks fit. Provided that, where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares, then subject to the provisions of Section 62 of the Act and the provisions of the Articles, the Board shall issue such shares in the manner set out in Section 62 (1) of the Act. Provided further that the option or right to call on shares shall not be given to any person or persons without the sanction of the Company in General Meeting.

Shares with differential rights

7. The Company, subject to and in accordance with the provisions of the Act, any Rules framed thereunder, any other applicable laws, rules and regulations and any amendment or re-enactment thereof, shall have powers to issue equity shares with differential rights as to dividend, voting or otherwise.

Return of allotment

8. As regards all allotments made from time to time, the Directors shall duly comply with Section 39 of the Act.

Redeemable Preference Shares

9. Subject to the provisions of the Act and these Articles, the Company shall have power to issue preference shares carrying a right of redemption out of the profits which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or liable to be redeemed at the option of the Company and the Board may, subject to the provisions of Section 55 of the Act exercise such powers in such manner as may be provided in these Articles. The Company and the Board may redeem the preference shares or declare dividend on the preference shares in accordance with the terms of the preference shares.

Commission and brokerage

10. The Company may exercise the powers of paying commission conferred by sub-section (6) of Section 40 of the Act and in such case it shall comply with the requirements of Section 40 and the rules made thereunder.

Shares at a discount

11. The Company may issue at a discount shares of a class already issued, if authorised by a special resolution passed by the Company in General Meeting and upon otherwise complying with Section 54 of the Act and the other applicable provisions of the Articles.

Instalments on shares to be duly paid

12. If, by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the shares or by his executor or administrator.

Liability of joint holders of shares

13. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and call due in respect of such shares.

Trust not recognised as shareholder

14. Subject to provisions of Section 89 of the Act, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

Who may be registered as Shareholder

15. Shares may be registered in the name of any person, company or other body corporate. Not more than three persons shall be registered as joint holders. No Securities shall be allotted to or registered in the name of person of unsound mind or a partnership firm.

Calls

16. The Board may, from time to time, subject to the terms on which any shares may have been issued, and subject to the provisions of Section 49 of the Act, make such calls, as the Board thinks fit, upon the members in respect of all monies unpaid on the shares held by them respectively, and not by the condition of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Board authorising such call was passed.

Restrictions on powers to make calls	17.	No call shall be made payable within one month after the last preceding call was payable.
Notice of call	18.	Not less than thirty days' notice of any call shall be given specifying the time and place of payment and to whom such calls shall be paid.
When interest on call or instalments payable	19.	(1) If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holders for the time being in respect of the share for which the call shall have been made or the instalment shall be due shall pay interest upon the same at the rate of 18 per cent per annum from the day appointed for the payment thereof to the time of the actual payment or at such lower rate (if any) as the Board may determine.
		(2) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
Amount payable at fixed times or payable by instalments as call	20.	If by the terms of issue of any share or otherwise any amount is made payable upon allotment or at any fixed time or by instalments at fixed times, whether on account of the nominal value of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions contained in respect of calls shall relate to such amount or instalment accordingly.
Evidence in actions by Company against Shareholders	21.	On the trial or hearing of any action or suit brought by the Company against any (past or present) Shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register as a holder, on one of the holders of the number of shares in respect of which such claim is made and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Board who made any call, nor that a quorum 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 the matters aforesaid shall be conclusive evidence of the debt.
Payment of calls in advance	22.	The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the share held by him beyond the sum actually called for, and upon the money so paid or satisfied in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding unless the Company in General Meeting shall otherwise direct, 12 (Twelve) per cent per annum as the member paying such sum in advance and the Board agree upon. But the money so paid in excess of the amount of calls shall not rank for dividends, or participate in Profits. The Board may at any time repay the amounts so advanced upon giving to such member not less than three months' notice in writing.
Revocation of call	23.	A call may be revoked or postponed at the discretion of the Board.
Definitions	24.	For the purpose of Article 25:-
Beneficial Owner		"Beneficial Owner" shall have the meaning assigned thereto in Section 2 of the Depositories Act, 1996.
Depositories Act		"Depositories Act" shall mean the Depositories Act, 1996 and includes any statutory modification or re-enactment thereof for the time being in force.
Depository		"Depository" shall mean a Depository as defined in the Depositories Act, 1996.
SEBI		"SEBI" means the Securities and Exchange Board of India.
Dematerialisation of Securities	25.	(1) Notwithstanding anything to the contrary contained in these Articles, the Company shall offer Securities in a dematerialised form pursuant to the Depositories Act, 1996.
Securities in Depositories to be in prescribed form by Depository		(2) All securities held by a depository shall be dematerialised and shall be in form prescribed by it. Nothing contained in Sections 89 and 90 of the Act, shall apply to a depository in respect of the Securities held by it on behalf of the Beneficial Owners.
Rights of Depositories and Beneficial owners		(3) A Depository shall be deemed to be the registered owner for the purposes of effecting the transfer of ownership of Securities on behalf of the Beneficial Owners and shall not have any voting rights or any other rights in respect of the Securities held by it.
Beneficial owner deemed to be the member of the Company		(4) 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 Securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities, which are held by a Depository.
Service of Documents		(5) The Depository shall furnish to the Company the information of transfer of Securities and the records of beneficial ownership at such intervals and in such manner as may be stipulated under the provisions of the Depositories Act.
Transfer of Securities		(6) Transfer of Securities held in a depository will be governed by the provisions of the Depositories Act. Nothing contained in Section 56 of the Act or these Articles, shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

Allotment of Securities dealt with in a Depository	(7)	Notwithstanding anything contained in the Act or these Articles, where Securities are in a dematerialised form with a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.
Distinctive numbers of Securities held in a Depository	(8)	Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.
Register and Index of Beneficial Owners	(9)	The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act, shall be deemed to be the Register and Index of Members and Security Holders for the purposes of these Articles.
Other matters	(10)	Notwithstanding anything contained in these Articles, the provisions of the Depositories Act, relating to dematerialisation of securities (including any modification or re-enactment thereof and Rules/Regulations made thereunder) shall prevail and apply accordingly.

FORFEITURE AND LIEN

If call or Instalment not paid notice may be given	26.	If any member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same, 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.
Form of Notice	27.	The notice shall name a day (not being less than thirty days from the date of service of the notice) and a place or places on and at which such call, or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time, and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.
If notice not complied with shares may be forfeited	28.	If the requirement of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses, due in respect thereof be forfeited by a resolution of the Board to that effect.
Notice after forfeiture	29.	When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
Forfeited share to become property of the Company	30.	Any share so forfeited shall be deemed to be the property of the Company, and the Board may shall or otherwise dispose of the same in such manner as it thinks fit.
Power to annul forfeiture	31.	The Board may, at any time, before and so forfeited shares shall have been sold, or otherwise disposed of annul the forfeiture thereof upon such conditions as it thinks fit.
Liability on forfeiture	32.	A person whose share has been forfeited shall cease to be a member in respect of such share, but shall, notwithstanding such forfeiture remain liable to pay, and shall forthwith pay to the Company all calls, or instalments, interests and expenses, owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon, from the time of forfeiture, until payment at 12 (Twelve) percent per annum or at such lower rate as the Board may determine and the Board may enforce the payment thereof, or any part thereof without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.
Evidence of forfeiture	33.	A duly verified declaration in writing that the declarant is a Director or secretary of the company, and that certain shares in the Company have 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 and such declarations and the receipt of the Company for the consideration given for the shares on the sale or disposition thereof shall constitute a good title to such share and the person to whom any such share is sold shall be registered as the holder of such share and shall not be bound to see to the application of the purchase money nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.
Forfeiture provision to apply to non- payment	34.	The provisions of Articles 26 to 33 hereof shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of a share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
Lien	35.	The Company shall have a first and paramount lien upon every share, (not being fully paid up share) registered in the name of each member (whether solely or jointly with others), and shall extend to all dividends payable and bonuses declared from time to time in respect of such shares and upon the proceeds of sale thereof for money called or payable at a fixed time in respect of such shares, whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 14 hereof is to have full effect. Fully paid shares shall be free from all lien, and that in the case of partly paid shares, the Company's lien shall be restricted to money called or payable at a fixed time in respect of such shares.

Unless otherwise agreed, the registration of transfer of a share shall operate as a waiver of the Company's lien, if any on such share.

As to enforcing lien by sale

36. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executor or administrator or his committee, curator bonis or other legal representative, as the case may be, and default shall have been made by him or them in the payment or the monies called or payable at a fixed time in respect of such share for 14 days after the date of such notice.

Application of proceeds of sale

37. The net proceeds of the sale shall be received by the Company and shall after payment of costs of such sale be applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable (as existed upon the share before the sale) and the residue shall be paid to the persons entitled to the share at the date of the sale.

Validity of sale in exercise of lien and after forfeiture

38. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money, and after his name has been entered in the register in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Board may issue new certificate

39. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered up to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may thinks fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION

Execution of transfer etc.

40. Save as provided in Section 56 of the Act and relevant rules, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped, dated and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or, if no such certificate is in existence, the letter of allotment of the share. The instrument of transfer of any share shall specify the name, address and occupation, if any, of the transferee and the transferor shall be deemed to remain the member in respect of such shares until the name of the transferee is entered in the register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address.

Application for registration of transfer

41. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall in the case of a partly paid share be effected unless the Company gives the notice of the application to the transferee in the manner prescribed by Section 56 of the Act, and subject to the provisions of these Articles the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name and the particulars of the transferee as if the application for registration of the transfer was made by the transferee.

Form of Transfer

42. The instrument of transfer shall be in writing in such form as may be prescribed by the Act, and all the provisions of Sections 56 of the Act, and of Statutory modification error for the time being in force shall be duly complied with in respect of all transfers of shares and the registration thereof.

Restriction on Transfer

43. (1) Subject to the provisions of Section 58 of the Act, the Board may, without assigning any reason for such refusal, refuse to register any transfer of or the transmission by operation of law of the right to a share other than fully paid up. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on shares.

(2) No Shareholder shall Transfer any Equity Securities of the Company to any Person who lacks the legal right, power or capacity to own Equity Securities.

Transfer to minor etc.

44. No transfer shall be made to a partnership firm, minor or a person of unsound mind. However, fully paid up shares may be transferred in the name of a minor through his guardian.

Transfer be left at Office and when to be retained

45. Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the share to be transferred or, if no such certificate is in existence, by the letter of allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share, and the transferee shall (subject to the Board's right to decline to register herein before mentioned) be registered as a member in respect of such share. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.

Notice of refusal to register transfer

46. If the Board refuses, whether in pursuance of Article 43 or otherwise to register the transfer of, or the transmission by operation of law of the right to, any share, the Company shall give notice of the refusal in accordance with the provision of Section 58 of the Act.

Fee on registration of transfer	47.	No fee shall be charged by the Company for registration of transfer.
Suspension of registration of transfer	48.	Subject to the provisions of Section 91 of the Act, the registration of transfer may be suspended at such time and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
Application of Section 56	49.	The Company shall comply with the provisions of Section 56 wherever applicable in respect of the transfer of shares.
Transmission of registered shares	50.	The executor or administrator of a deceased member (not being one of the several joint-holders) shall be the only person recognised in the name of such member, and in case of the death of anyone or more of the joint holders of any registered share, the survivor shall be the only person recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on the share held by him jointly with any other person. Before recognising any executor or administrator the Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation, as the case may be, from a Court in India competent to grant it. Provided, nevertheless, that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of Probate or letters of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board, in its absolute discretion, may thinks fit.
As to transfer of shares in the name of insane, minor, deceased, bankrupt members	51.	Any Committee or curator points of a lunatic or guardian of a minor member or any person becoming entitled to a share in consequence of insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may, with the consent of the Board (which the Board shall not be bound to give) be registered as a member in respect of such share, or may subject to the regulation as to transfer, herein contained, transfer such shares.
Notice under the Transmission Article	52.	(1) If the person so becoming entitled under the Transmission Article 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.
Election under the Transmission Article		(2) If the person aforesaid shall elect to transfer a share, he shall testify his election by executing an instrument of transfer of the share.
Provisions of Articles relating to Transfer of Shares to apply		(3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of instrument of transfer of a share shall be applicable, to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer were signed by that member.
Rights of persons entitled to shares under the Transmission Article	53.	A person so becoming entitled under the Transmission Article to shares by reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the provisions of Article 91 and of Section 123 of the Act, be entitled to the same dividends and other advantages as he would be entitled to if he was the registered holder of the shares. 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 shares, 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.
Nomination	54.	Notwithstanding anything contained in Articles 50, 52 and 53 of these Articles, the following provisions shall be applicable in case nomination facility as provided under Section 72 of the Act is availed of: -
		(1) Every holder of shares in, or debentures of, the Company may, at any time, nominate in the manner prescribed under the Act, a person to whom his shares in, or debentures of, the Company shall vest in the event of death of such holder.
		(2) Where the shares in, or debentures of, the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall vest in the event of death of all the joint holders.
		(3) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the Company, the nominee shall, on the death of the Shareholder or holder of debentures of, the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares in or debentures of the Company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of, the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.
		(4) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures to make the nomination to appoint, in the manner prescribed under the provisions of the Act, any person(s) to become entitled to shares in, or debentures of, the Company, in the event of his death, during the minority.
		(5) The provisions of the Article shall apply mutatis mutandis to a depositor of money with the Company as per the provisions of Section 73 of the Act.
Rights of Nominee upon Death of holder	55.	(1) Any person who becomes a nominee by virtue of Article 54 (1) upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either

(a) to be registered himself as holder of the shares or debentures, as the case may be; or

(b) to make such transfer of the shares or debentures, as the case may be, as the deceased Shareholder or debenture holder, as the case may be, could have made.

(2) If the nominee elects himself to be registered as holder of the shares or debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased Shareholder or holder of debenture, as the case may be.

(3) Subject to provisions of the Act and these Articles, the relevant shares or debentures may be registered in the name of the nominee or the transferee and all the limitations, restrictions and provisions of the Act and these Articles relating to transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death of the holder of the shares or debentures had not occurred and the notice or transfer were a transfer signed by that Shareholder or holder of debenture, as the case may be.

(4) A nominee on becoming entitled to any shares or debentures by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he was the registered holder of the shares or debentures except that he shall not, before being

registered as a member in respect of such shares or debentures, be entitled in respect of them to exercise any right conferred on a member or debenture holder in relation to meetings of the Company.

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

(6) The provisions of this Article shall apply mutatis mutandis to a depositor of money with the Company as per the provisions of Section 73 of the Act.

ALTERATION OF CAPITAL

Power to increase capital

56. Subject to the provisions of the Articles, the Company may, from time to time, by ordinary resolution alter conditions of its Memorandum of Association to increase its capital by the creation of new shares of such amount and class as may be specified in the resolution. The creation of any new Security shall be subject to the provisions of the Articles.

On what conditions new shares may be issued

57. Subject to any special rights for the time being attached to any share in the capital of the Company then issued and to the provisions of Section 62 of the Act, the new shares may be issued upon such terms and conditions, and with such rights attached thereto as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Board shall determine, and in particular such shares may be issued with a preferential right to dividends and in the distribution of assets of the Company.

Keeping in abeyance Rights shares pending transfer

58. Notwithstanding anything contained in Article 57 or the Act, the offer of Rights Shares under Section 62 of the Act on shares in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company, shall be kept in abeyance pending transfer.

Provision relating to the issue of shares

59. Before the issue of any new shares, the Company in General Meeting may, subject to the provisions of the Act and these Articles, make provisions as to the allotment and issue of shares and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or at a discount.

Ranking of New shares with existing Shares

60. Except 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 part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

Inequality in number of new shares

61. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares, or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Board.

Reduction of Capital, etc.

62. Subject to the provisions of the Articles, the Company may, from time to time, by special resolution, reduce its Capital and Capital Redemption Reserve Account or Share Premium Account in any manner and with and subject to any incident authorised and consent required by law.

Alteration of Capital

63. Subject to the provisions of Section 61 and the provisions of the Articles, the Company may, from time to time, by ordinary resolution:

(1) Consolidate and divide all or any of its shares into shares of larger amount than its existing shares;

(2) 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; and

		(3) Cancel any shares which, at the date of 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 shares so cancelled.
Surrender of shares	64.	Subject to the provisions of the Act, the Board may accept from any member the surrender on such terms and conditions, as shall be agreed, of all or any of his shares.
Conversion of shares into stock	65.	The Company may, from time to time, by ordinary resolution: (1) convert any fully paid up shares into stock, and (2) reconvert any stock into fully paid up shares of any denomination.
Transfer of Stock	66.	The holders of stock may transfer the same or any part thereof in the same manner and also subject to the same regulations under which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit, and the Board may, from time to time, fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which stock arose.
Rights of Stock- holders	67.	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 the meetings of the Company, and other matters as they hold the shares from which the stock arose; but no such privileges or advantages (except participation in the dividends and profits of the Company and in the assets on a winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
"Stock" and "Stockholder"	68.	Such of the Articles of the Company (other than relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words "Share" and "Shareholder" therein shall include "Stock" and "Stockholder " respectively.

SHARE WARRANTS

Power to issue warrants	69.	Subject to the provisions of Sections 42 and 62 of the Act, the Articles and subject to any directions which may be given by the Company in General Meeting, the Directors may issue share warrants in such manner and on such terms and conditions as the Board thinks fit.

MODIFICATION OF RIGHTS

Power to modify rights	70.	The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of Section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. In every such separate meeting the provisions of these Articles relating to General Meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least, holding or representing by proxy one-third of the issued shares of that class.

BORROWING POWERS

Power to borrow	71.	The Board may from time to time, at its discretion, subject to the provisions of Sections 73, 179, 180 and 186 of the Act and the Articles, raise or borrow, either from the Directors or Central Government or State Governments, Banks or any other party or parties and secure the payment of any sum or sums of money borrowed for the purposes of the Company or a Subsidiary of the Company. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of bonds, debentures or debenture- stock or any mortgage or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being, and Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon, and shall subject to the provisions of Section 197 of the Act, be entitled to receive such payment as consideration for giving guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise.
Issue of debentures etc. at discounts etc. or with special privileges	72.	Subject to the provisions of Section 53 and 71 of the Act any debentures or debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special rights, as to redemption, surrender, drawing, allotment of shares, appointment of Directors and otherwise. Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person, to whom the same may be issued. Provided that debentures with the right to allotment of or conversion into shares shall not be issued except in conformity with the provisions of Section 62 of the Act.
Transfer of debentures	73.	The debentures issued by the Company shall be freely transferable. Save as provided in Section 71 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company together with the certificate or certificates of the debentures. Subject to the provisions of Section 71 of the Act, the Board may, without assigning any reason for such refusal, refuse to register any transfer of or the transmission by operation of law of the right to a debenture other than fully paid up.

Forfeiture, Lien on Bond, Debentures, etc.	74.	The provisions contained in these Articles as to forfeiture and lien of shares shall apply mutatis mutandis to the Bonds, Debentures, etc.

GENERAL MEETING

When Annual General Meeting to be held	75.	In addition to any other meetings, Annual General Meetings of the Company shall be held within such intervals as are specified in Section 96 read with Section 129 of the Act and subject to the provisions of Section 96(2) of the Act, at such times and places as may be determined by the Board. All other meetings of the Company, shall be called Extraordinary General meetings, and shall be convened under the provisions of the next following Article.
When Extra- ordinary Meeting to be called	76.	The Directors may, whenever they think fit, call an Extraordinary General Meeting, and an Extraordinary General Meeting shall also be held on such requisition or in default may be called by such requisitionists, as provided by Section 100 of the Act. If at any time there are not within India sufficient Directors capable of acting to form a quorum by Directors, any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible as that in which meeting may be called by the Directors.
Circulation of member's resolution	77.	The Company shall comply with the provisions of Section 111 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.
Notice of Meeting	78.	Subject of the provisions of Sections 101 and 105(2) of the Act, notice of every meeting of the Company shall be given to such persons and in such manner as provided by Section 101 of the Act. Where any business consists of "special business" as hereinafter defined in Article 80, there shall be annexed to the notice a statement complying with Sections 102(2) and (3) of the Act.
Accidental Omission to give notice	79.	The accidental omission to give any such notice to or the non-receipt thereof by any member or other persons to whom it should be given, shall not invalidate the proceedings of the meeting.

PROCEEDINGS AT GENERAL MEETING

Business of Meetings	80.	The ordinary business of an Annual General Meeting shall be as provided under Section 102(2) of the Act. All other business transacted at the Annual General Meeting and all business at any other General Meeting shall be deemed "special business".
Quorum be present when business commenced	81.	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. Save as herein otherwise provided thirty members present in person shall be quorum.
When quorum not present, meeting to be dissolved and when to be adjourned.	82.	If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned in accordance with the provisions of sub- sections (2) and (3) of Section 103 of the Act.
Resolution to be passed by the Company in General Meeting	83.	Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in General Meeting be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114 (1) of the Act, unless either the Act or these Articles specifically require such act to be done or resolution passed as a Special Resolution as defined in Section 114 (2) of the Act.
Chairman of General Meeting	84.	The Chairman of the Board shall be entitled to take the chair at every General Meeting. If there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act, or if no director has been so designated, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the members present shall, on a show of hands or on a poll if properly demanded, elect one of their number, being a member entitled to vote, to be Chairman of the meeting.
How questions to be decided at meetings / casting vote	85.	Every question submitted to a meeting shall be decided, in the first instance by a show of hands, and in the case of an equality of votes both on a show of hands and on a poll, the chairman of the meeting shall have a casting vote in addition to the vote to which he may be entitled as a member. A member may exercise his vote at a meeting by electronic means in accordance with Section 108 and shall vote only once.
What is to be evidence of the passing of a resolution where poll not demanded	86.	At any General Meeting, a resolution put to vote shall be decided on show of hands, unless before or on the declaration of the result of the show of hands, a poll is ordered to be taken by the Chairman of the meeting of his own motion or unless a poll is demanded by a member or members present in person or by proxy and holding shares in the Company: (1) which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution; or (2) on which an aggregate sum of not less than Rs.5,00,000 has been paid up. The demand for poll may be withdrawn at any time by the person or persons who made the demand. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minutes Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

Poll	87.	(1) If a poll be demanded as aforesaid, it shall be taken forthwith on a question of adjournment or election of a Chairman of the meeting and in any other case in such manner and at such time not being later than forty eight hours from the time when the demand was made, and at such place as the Chairman of the meeting directs and subject to as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.
		(2) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
		(3) Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed, to scrutinise the votes given on the poll and to report to him thereon.
		(4) On a poll, 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 of his votes or cast in the same way all the votes he uses.
		(5) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
Power to adjourn General Meeting	88.	(1) The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
		(2) When a meeting is adjourned it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting, if it is adjourned for less than 30 days.
Votes on show of hand and on poll	89.	Subject to the provisions of the Act and particularly of Sections 47, 92 (2) and 56 thereof and of these Articles:
		(1) upon a show of hands of every member holding equity shares and entitled to vote and present in person (including an attorney or a representative of a body corporate) shall have one vote;
		(2) upon poll the voting right of every member holding equity shares and entitled to vote and present in person (including a corporation or company present as aforesaid) or by attorney or by proxy shall be in the same proportion as the capital paid on the equity share or shares (whether fully paid or partly paid) held by him bears to the total paid up equity capital of the Company;
		(3) upon a show of hands or upon a poll, the voting right of every member holding preference shares shall be subject to the provisions, limitations and restrictions laid down in Section 47 of the Act.
Procedure where a corporation is member of the Company	90.	Where a Company, a body corporate, a trust (acting through it trustee) or a fund (acting through its manager) (hereinafter called "member Corporation") is a member of the Company, a person, duly appointed by a resolution in accordance with the provisions of Section 113 of the Act to represent such member company at a meeting of the Company shall not, by reason of such appointment, be deemed to be a proxy, and lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by one Director of such member Corporation or an authorised signatory and certified by him as being a true copy of the resolution shall, on production at the meeting, be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy and by postal ballot on behalf of the member company which he represents, as that member company could exercise if it were an individual Member.
Votes in respect of deceased, insane and insolvent member	91.	Any Person entitled under Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the member registered in respect of such shares, provided that at least forty eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his right to transfer such shares, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non-composmentis, he may vote whether on a show of hands or a poll by his committee; curator or other legal curator and such last mentioned persons may give their votes by proxy.
Members registered jointly	92.	Where there are members registered jointly in respect of any share, anyone of such persons may vote at any meeting either personally or by proxy in respect of such share as if he was solely entitled thereto, and if more than one of such members be present at any meeting either personally or by proxy then one of the said members so present whose name stands first on the Register in respect of such share alone shall be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share is registered shall for the purpose of this Article, be deemed to be members registered jointly in respect thereof.
Vote on poll	93.	On a poll, votes may be given either personally or by proxy or in the case of a body corporate, by a representative duly authorised as aforesaid.
Instrument appointing proxy to be in writing	94.	The instrument appointing a proxy shall be in writing under the hand of the appointer or his Attorney duly authorised in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or Attorney duly authorised. A proxy who is appointed for a specified meeting only shall be called a Special proxy any other proxy shall be called a General proxy.

Proxies may be general or special	95.	A person may be appointed as a proxy even though he is not a member of the Company and every notice convening a meeting of the Company shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him and that the proxy need not be a member of the Company.
Instrument appointing a proxy to be deposited at the Office	96.	The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a notarised copy of that power or authority, shall be deposited at the Office not less than 48 (forty eight) hours before the time for holding the meeting at which the person named, in default the instrument of proxy shall not be treated as valid.
When vote by proxy valid although authority revoked	97.	A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the prior death or insanity of the principal, or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the office before the vote is given. Provided nevertheless that the Chairman of the meeting shall be entitled to require such evidence as he may in his discretion think fit, of the due execution of instrument of proxy and that the same has not been revoked.
Form of instrument appointing proxy	98.	An instrument appointing proxy, whether for a specific meeting or otherwise, shall be in either of the forms as prescribed in the rules made under Section 105 of the Act, or a form as near thereto as circumstance permit.
Restriction on voting	99.	No member shall be entitled to exercise any voting right either personally or by proxy at any meeting of the Company 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 has exercised any right of lien.
Admission or rejection of votes	100.	(1) An objection as to the admission or rejection of any vote either, on a show of hands or on a poll, made in due time shall be referred to the Chairman of the meeting who shall forthwith determine the same and such determination made in good faith shall be final and conclusive. (2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote disallowed at such meeting shall be valid for all purposes.
Passing of Resolution by Postal ballot	101.	Notwithstanding anything contained in the Articles, the Company may pass resolutions by means of postal ballot and/or other ways as may be prescribed under Section 110 and/or other applicable provisions, if any, of the Act and any future amendments or re-enactments, in respect of any business that can be transacted by the Company in a General Meeting, instead of transacting the business therein. Further, in the case of resolutions relating to such business as the Central Government may prescribe, to be conducted only b y postal ballot and/or other ways as may be prescribed, the Company shall get such resolutions passed only by postal ballot and/or other ways as may be prescribed, instead of transacting the business in a General Meeting of the Company.

DIRECTORS

Number of Directors*	102.	Subject to Section 149 of the Act, the number of the Directors of the Company shall not be less than 3 (three) and not more than 16 (sixteen) inclusive of all kinds of Directors on the Board or such other number as may be approved by a special resolution at a General Meeting.
Increase or decrease number of Directors	103.	The Company in a General Meeting may, from time to time, increase or reduce the number of Directors within the limits fixed by Article 102.
First Directors	104.	The persons hereinafter named shall become and be the first Directors of the Company:- 1. SARDARI LAL JAIN 2. SOSHIL KUMAR JAIN
Share qualification of Director	105.	A Director of the Company shall not be required to hold any shares as qualification shares.
Director's remuneration	106.	The Director shall receive and the Company shall pay remuneration not exceeding such sum as may be prescribed by the Act or the Central Government in that behalf towards fee for attending meetings of the Board or its Committees as may be determined by the Board from time to time.
Remuneration for extra services	107.	If a Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of residence for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee to the Board then, subject to the provisions of Sections 188 and 197 of the Act, the Board may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.
Vacation of office of Directors	108.	The office of the Director shall ipso-facto become vacant, if at any time he commits any of the acts or sustains any of the inabilities set out in Section 167 of the Act.

* The maximum number of directors on board was increased vide special resolution passed by Shareholders on May 03, 2001 and approved by the Central Government vide its letter dated June 27, 2001.

Resignation of Director	109.	A Director may at any time resign his office by notice in writing served on the Company.
Office of Profit	110.	No person referred to in Section 188 of the Act shall hold an office or place of profit save as permitted by that Section 188.
Appointment of Director as director of company in which Company is interested	111.	A director of this Company may be or become a director of any other company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise and no such director shall be accountable for any benefit received as a director or member of such company.
Conditions under which Directors may contract with company	112.	Subject to the provisions of Sections 184 and Section 188 of the Act, neither shall a Director be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services, or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such Director or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private company of which such Director is a member or Director, be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established.
Disclosure of a Director's interest	113.	Every Director shall comply with the provisions of Section 184 of the Act regarding disclosure of his concern or interest in any contract or arrangement entered into or to be entered into by the Company.
Discussion and voting by Director interested	114.	Save as permitted by Section 184 of the Act or any other applicable provision of the Act, no Director shall, as a Director, take any part in the discussion of, or vote on contract or arrangement in which he is in any way, whether directly or indirectly, concerned or interested nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

Additional Directors	115.	Subject to the provisions of Section 149 and 161 of the Act, the Board shall have power, at any time and from time to time, to appoint any person as an additional director on the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. Any Director so appointed shall hold office only upto the date of the next Annual General Meeting of the Company or the last date on which the Annual General Meeting should have been held, whichever is earlier, and shall then be eligible for re-appointment by shareholders at such General Meeting.
Alternate Directors	116.	The Directors may appoint any person to act as a Director during the latter's absence for a period of not less than three months from India and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly; but he shall ipso-facto vacate office if and when the absentee Director returns to India or the absentee Director vacates office as a Director.
Board may fill up casual Vacancies	117.	If any Director appointed by the Company in General Meeting vacates Office as a Director before his term of office expires in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board which shall be subsequently approved by members in the immediate next General Meeting, but any person so appointed shall remain in his office so long as the vacating director would have retained the same if no vacancy had occurred, provided that the Board may not fill such a vacancy by appointing thereto any person who has been removed from the Office of Director in accordance with the provisions of Section 169 of the Act.
Appointment of non-rotational directors	118.	Subject to the provisions of the Act and these Articles, the Board of Directors may appoint upto one-third of its total strength as non-rotational directors.
Rotation and retirement	119.	At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three then the number nearest to one- third shall retire from office.
Which Directors retires	120.	Subject to the provisions of the Act and these Articles, the Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day those to retire shall, in default of and subject to any agreement among themselves, be determined by lot.
Vacancies to be filled in at the General Meeting	121.	No person not being a retiring Director shall be eligible for appointment to the Office of Director at any General Meeting unless he or some member intending to propose him has, not less than fourteen days before the Meeting, left at the Office a notice in writing under his hand signifying his candidature for the Office of Director or the intention of such member to propose him as a candidate for that Office as the case may be, along with a deposit of Rs. 1,00,000/- which shall be refunded to such person as the case may be, to such member if the person succeeds in getting elected as a Director or gets more than twenty five percent of total valid votes cast either on show of hands or on poll on such resolution and unless he has by himself or by his agent authorised in writing, signed and filed with the Registrar of Companies a consent in writing to act as such Director. Provided that requirements of deposit of amount shall not apply in case of appointment of an independent director or a director recommended by the Nomination and Remuneration Committee, if any, constituted under Section 178(1) of the Act.

Appointment of Managing or Whole- time Director	122. (1) Subject to the provisions of Sections 188, 196, 197 and 203 of the Act, the Board of Directors may, from time to time, appoint one or more of the Directors as managing or whole-time directors on such remuneration and on such other terms and conditions as the Board may deem fit and remove or dismiss him and appoint another in his place.
	(2) Where the Company enters into any contract for the appointment of a managing or whole-time director or varies any such contract or where the Board passes any resolution appointing such a Director or varies any previous contract or resolution of the Company relating to such appointment, the Company shall send an abstract of the terms of the contract or variation thereof and a memorandum to every member of the Company as required by Section 190 of the Act and shall otherwise comply with the provision of the said section.
Vacation of office by Managing Directors	123. (1) Subject to the provisions of Section 152 of the Act, a Managing Director shall not, while he continues to hold that office be subject to retirement by rotation, but he shall be reckoned as a Director for the purpose of determining the retirement of Directors by rotation or in fixing number of Directors but he shall be subject to the same provisions as to resignation and removal as the other Directors and he shall, ipso-facto and immediately, cease to be a Managing Director if he ceases to hold the office of Director from any cause.
Seniorities of Managing Directors	(2) If at any time the total number of Managing Directors is more than one-third of the total number of Directors, the Managing Directors who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing Directors shall be determined by the date of their respective appointments as Managing Directors by the Board.
Remuneration of Managing or Whole-time Director	124. Subject to the provisions of Section 196, Section 197 and Section 200 of the Act, a Managing or whole-time Director may be paid remuneration by way of a monthly payment, from time to time, be determined by a resolution passed by the Company in the General Meeting.
Powers of Managing or Whole-time Director	125. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon a Managing Director or whole-time Director for the time being, such of the powers exercisable under these presents by the Board as it may thinks fit, and may confer such power for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit, and the Board may, from time to time, revoke, withdraw, alter or vary any such powers.

PROCEEDINGS OF DIRECTORS

Meetings of Directors	126. (1) The Board shall meet together at least once in every three calendar months for disposal of business, adjourn and otherwise regulate its meetings and proceedings, as it may think fit.
	(2) Notice of every meeting of the Board shall be given to the Director in accordance with the provisions of Section 173 of the Act.
Board may act notwithstanding any vacancy	127. 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.
Quorum	128. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 of the Act. If the quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board the meeting shall be adjourned until such date and time as the Chairman of the Board shall by notice appoint.
Director may summon meeting	129. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.
Chairman	130. The Board may appoint a Chairman of its meetings and determine the period for which he is to hold office. All meetings of the directors shall be presided over by the Chairman present but if at any meeting of the Directors the Chairman be not present at the time appointed for holding the same, then in that case, the Managing Director, if present shall be the Chairman of such meeting and if the Managing Director be also not present, then in that case, the Directors shall choose one of the Directors present to preside at the meeting.
Power of Quorum	131. A meeting of the Board, at which a quorum be present, shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles or the Act for the time being vested in or exercisable by the Board.
How questions to be decided / casting vote	132. Subject to the provisions of Sections 186(5) and 203 of the Act, questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
Power to appoint committees and to delegate	133. The Board may, subject to the provisions of the Act, from time to time and at any time, delegate any of its powers to a committee consisting of such Director or Directors as it thinks fit, and may, from time to time, revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may, from time to time, be imposed upon it by the Board.

Proceedings of Committee	134.	The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board under the last preceding Article.
When acts of Director or committee valid notwithstanding defective appointment etc.	135.	All acts done by any meeting of the Directors, or by a Committee of Directors, or any person acting as a Director, shall notwithstanding that it may afterwards be discovered that there was some defect in the appointment of anyone or more of such Directors any person acting as aforesaid or that they or any of them were disqualified or had vacated office by virtue of any provision contained in the Act or in these Articles be as valid as if every such Director or person had been duly appointed and was qualified to be a Director and had not vacated such office provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid or to have been terminated.
Resolution by circulation	136.	Save in those cases where a resolution is required by Sections 161, 179, 186(5), 188 and 203 of the Act or any other provisions of the Act to be passed at a meeting of the Board, a resolution shall be valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted if it is passed by circulation in the manner as provided in Section 175 of the Act.

MINUTES

Minutes to be made	137.	(1) The Board shall, in accordance with the provisions of Section 118 of the Act, cause minutes to be kept of proceedings of every General Meeting of the Company and of every meeting of the Board or of every Committee of the Board.
		(2) Any such minutes of proceedings of any meeting of the Board or of any Committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of Section 118 of the Act, shall be evidence of the matters stated in such minutes.

POWERS OF THE BOARD

General Powers of Company vested in the Board	138.	(1) Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting. Provided further that in exercising any such power or doing any such act or thing, the Board shall subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulations had not been made.
Power to delegate		(2) Without prejudice to the general powers conferred by the preceding sub-article (1), the Directors may, from time to time and at any time subject to the restrictions contained in the Act, delegate to secretaries, officers, assistants and other employees or other persons any of the powers, authorities and discretions for the time being vested in the Board and the Board may, at any time, remove any person so appointed and may annul or vary such delegation.
To appoint officers / employees as Designated Directors not forming part of the Board	139.	The Board may from time to time appoint/ designate, at its discretion, one or more officers / employees of the Company, subject to the provisions of the Act, if any, and these Articles, as Associate Director, Assistant Director or such other similar title, as the Board may from time to time thinks fit. However, such officers shall not be member of the Board and shall not hold themselves out in the public as Director of the Company. The aforesaid employment shall be subject to the provisions of the contract that the Company may enter into with the said employee(s) / officer(s). The contract may provide for terms and tenure of appointment, remuneration of the employee / officer, management and transaction or the affairs or the Company in such manner as may be provided therein and such other ancillary matters as may be decided by the Board. Such officers/employees shall be entitled to such rights and privileges as may be delegated to them by the Board for the purpose or performance of their duties in such position.
Local Management Powers of attorney seal for use abroad and foreign registers	140.	The Board may, subject to the provisions of the Act, make such arrangements as it may think fit for the management of the Company's affairs abroad and for such purposes appoint local bodies, attorneys and agents and fix their remuneration and delegate to them such powers as the Board may deem requisite or expedient. The Company may also exercise the power of Section 88 of the Act with reference to the keeping of foreign registers.
Directors etc. may hold office or place of profit	141.	Any Director or the person referred to in Section 188 of the Act, may be appointed to or hold any office or place of profit under the Company or under subsidiary of the Company in accordance with and subject to the provisions of the said Section.

Chief Executive Officer, Secretary or Chief Financial Officer	142.	Subject to the provisions of the Act, the Board of Directors shall, from time to time, appoint a whole time Secretary, Chief Executive Officer or Chief Financial Officer, to perform such functions or duties, for such terms on such remuneration and other terms and conditions as the Board may think fit. Any Chief Executive Officer, Secretary or Chief Financial Officer so appointed may be removed by the Board. A Director may be appointed as the Chief Executive Officer, Secretary or Chief Financial Officer subject to the provisions of Section 188, 197 and 203 of the Act.
Act of Director, Chief Executive Officer, Secretary or Chief Financial Officer	143.	Any provisions of the Act or these Articles requiring or authorising a thing to be done by or to a Director and Chief Executive Officer, Chief Financial Officer or Secretary shall not be satisfied by its being done by the same person acting both as Director and as, or in place of the Chief Executive Officer, Chief Financial Officer or Secretary.
Power to authenticate documents	144.	Save as otherwise provided in the Act, any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolution passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts there from as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officers of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.
Certified copies of resolution of Directors	145.	A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that such extract is a true and accurate record of a duly constituted meeting of the Board.

THE SEAL

Safe custody Affixing of the Seal	146.	(1) The Board shall provide for the safe custody of the seal. (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 Managing Director or any two directors or at least one Director and the Company Secretary or any other person authorised by the Board for the purpose; and those Managing Director or two Directors or a Director and the Company Secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

RESERVES

Reserves	147.	Subject to the provisions of Section 123 of the Act, the Board of Directors may, from time to time, before recommending any dividend, set apart any such portion of the profits of the Company as it thinks fit as reserves to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company and may, subject to the provisions of Section 186 of the Act, invest the several sums so set aside upon such investments (other than shares of the Company) as it may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the Reserves into such special funds as it thinks fit, with full power to employ the Reserves or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets.
Capitalisation of Reserves	148.	Any General Meeting may, upon the recommendation of the Board, resolve that any monies, investments, or other assets forming part of the undivided profits of the Company and standing to the credit of the reserves, or any Capital Redemption Reserve Account, in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of the Securities Premium Account be capitalised, and be set free for distribution amongst such of the Shareholders as would be entitled to receive the same if distributed by way of footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such Shareholders in paying up in full any unissued shares, which shall be distributed accordingly or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by the Shareholders in full satisfaction of their interest in the said capitalised sum. Provided that any sum standing to the credit of Securities Premium Account or a Capital Redemption Reserve Account may, for the purpose of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
Distribution of Capital profits	149.	The Company in General Meeting may, at any time and from time to time resolve that any surplus money in the hands of the Company representing capital profits arising from the receipt of money received or recovered in respect of or arising from the realisation of any capital assets of the Company, or any investment representing the same instead of being applied in the purchase of other capital and in the same as capital and in the same proportions in which they would have been entitled to receive the same if it had been entitled to receive the same if it had been distributed by way of dividend provided always that no such profit as aforesaid shall be so distributed unless there shall remain in the hands of the Company a sufficiency of other assets to answer in full the whole of the liabilities and paid-up share capital of the Company for the time being.

Board may settle any difficulty	150.	For the purpose of giving effect to any resolution under the two last preceding Articles the Board may settle any difficulty which may arise in regard to, the distribution as it thinks expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine the Cash Payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or capitalised fund as may seem expedient to the Board. Where required, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend for capitalised fund and such appointment shall be effective.

DIVIDENDS

How profits shall be divisible	151.	Subject to the rights of the members entitled to shares (if any) with preferential rights attached thereto, the profits of the Company which it shall from time to time, be determined to dividend in respect of any year or other period shall be applied in the payment of a dividend on the Equity Shares of the Company but so that partly paid- up shares shall only entitle the holder with respect thereof to such proportion of the distribution a fully paid-up shares as the amount paid thereon bears to the nominal amount of such shares. The newly issued shares, subject to being fully paid-up, shall rank for dividend pari-passu with the then existing shares, but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such share shall rank for dividend accordingly. Where capital is paid-up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest rank for dividends or confer a right to participate in profits.
Declaration of dividend	152.	The Company in Annual General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profit of the Company.
Restrictions on amount of dividend	153.	No larger dividend shall be declared than is recommended by the Board, but the Company in Annual General Meeting may declare a smaller dividend.
Interim dividend	154.	The Board may, from time to time, pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company.
Distribution of dividend	155.	All dividends shall be paid, or the warrants in respect thereof shall be posted, within thirty days from the date of the declaration by the Shareholders entitled to the payment of the dividend or within such other period as may be prescribed under the Act.
Debits may be deducted	156.	The Board may deduct from any dividend payable to any member all sums deducted of monies, if any, presently payable by him to the Company on account of calls or otherwise relating to the shares of the Company.
Dividend and call together	157.	Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, not exceeding the amount remaining unpaid on the share, but so that the call on such member also does not exceed the dividend payable to him and so that call be made payable at the same time as the dividend and in such case the dividend may, if so arranged between the Company and the members, be set of against the call.
Dividend in cash	158.	No dividend shall be payable except in cash; provided that nothing in the foregoing shall be deemed to prohibit the capitalisation of profits or reserve of the Company for the purpose of issuing fully paid-up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company. Provided that dividend payable in cash shall be payable by cheque or warrant or in any electronic mode to the Shareholder entitled to the payment of dividend.
Effect of transfer	159.	Dividend on shares, in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company, shall be transferred to a Special Account referred to in Section 124 of the Act, pending transfer unless the Company is authorised by the registered holder of such shares, in writing, to pay such dividend to the transferee specified in such instrument of transfer.
To whom dividend payable	160.	No dividend shall be paid in respect of any share except to the registered holder of such shares or to his order or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered Shareholder to make a separate application to the Company for payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 164.
Dividend to joint holders	161.	Anyone of several persons who are registered as joint-holders of any shares may give effectual receipts for all dividends, bonuses and other payments in respect of such shares.
Notice of dividend	162.	Notice of any dividend, whether interim or otherwise shall be given to the persons entitled to share therein in the manner hereinafter provided.
Payment by post	163.	Unless otherwise directed in accordance with Section 123 of the Act, any dividend, interest or other money payable in cash in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the members or in case of members who are registered jointly to the registered address of that one of such members who is first named in the Register in respect of the joint holding or to such person and such address as the member or members who are registered jointly, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement on any cheque or warrant or fraudulent recovery thereof by any other means.

Unpaid or unclaimed dividend

164. No unpaid or unclaimed dividend shall be forfeited unless the claim thereto becomes barred by law. The Company shall comply with the provisions of Section 124 and 125 of the Act and relevant Rules made thereunder in respect of unpaid or unclaimed dividend.

BOOKS AND DOCUMENTS

Where to be kept

165. The Books of Account shall be kept at the Registered Office or at such other place in India as the Board may, from time to time, decide.

When accounts to be deemed finally settled

166. Every Financial Statement of the Company when audited and adopted by the Company in Annual General Meeting shall be conclusive.

Registers, Books and documents to be maintained by the Company

167. (1) The Company shall maintain all Registers, Books and Documents as required by the Act or these Articles including the following namely:-

(a) Register of Investments under Section 187 of the Act.

(b) Register of Debentures and Charges under Section 85 of the Act.

(c) Register of Members and Index of Members under Section 88 of the Act.

(d) Register and Index of Debenture-holders under Section 88 of the Act.

(e) Register of contracts with and of companies and firms in which Directors of the Company are interested under Section 189 of the Act, and shall enter therein the relevant particulars contained in Sections 184 and 188 of the Act.

(f) Register of Directors, Managing Directors and Secretary under Section 170 of the Act.

(g) Register of Share holdings and Debenture holdings of Directors under Section 170 of the Act.

(h) Register of Investments in shares or debentures of other bodies corporate under Section 186 of the Act.

(i) Books of Account under the provisions of Section 128 of the Act.

(j) Copies of instruments creating any charges requiring registration under Section 85 of the Act.

(k) Copies of Annual Returns under Section 92 of the Act together with the copies of the Certificates thereunder.

(l) Register of Renewed and Duplicate Certificates according to Rule (6) of the Companies (Share Capital and Debentures) Rules, 2014.

(2) The said Registers, Books and Documents shall be maintained in conformity with the applicable provisions at the Act and shall be kept open for inspection for such persons as may be entitled thereto respectively, under the Act, on such days and during such business hours as may in that behalf be determined in accordance with the provisions of the Act, or these Articles and extracts shall be supplied to those persons, entitled thereto in accordance with the provisions, of the Act or these Articles.

(3) The Company may keep a Foreign Register of Members in accordance with Sections 88 of the Act, subject to the provisions of Section 88 of the Act, the Directors may from time to time make such provisions as may think fit in respect of the keeping of Branch Registers of Members and/ or Debenture-holders.

ANNUAL RETURNS

Annual Returns

168. The Company shall make the requisite Annual Returns in accordance with the provisions of Section 92 of the Act, and shall file with the Registrar a copy of the financial statements, including consolidated financial statement (if any), along with other documents in accordance with Section 137 of the Act.

AUDIT

Audit

169. (1) At least once in every year, the accounts of the Company shall be examined and the correctness of the Profit and Loss Account and Balance Sheet, ascertained by the Auditor or Auditors of the Company.

First Auditors

(2) The first Auditor or Auditors of the Company shall be appointed by the Directors within 30 days (1.371) of the date of registration of the Company and the Auditor or Auditors so appointed shall hold office until conclusion of the First Annual General Meeting of the Company.

Appointment of auditors

(3) The Company at the first Annual General Meeting shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every sixth Annual General Meeting.

Audit of Accounts of Branch

(4) Where the Company has a Branch Office the provisions of Section 143 of the Act shall apply.

Appointment of Auditors by special resolution

(5) Where not less than twenty-five percent of the subscribed share capital of the Company is held whether singly or in any combination, by a Public Financial Institution or a Government or any State Government or any other person as referred to in Section 139 of the Act, the appointment at each Annual General Meeting of an Auditor or Auditors shall be made by a special resolution.

Right of Auditor to attend the General Meeting

(6) All notices and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company and the Auditor shall also be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.

Auditors' Report to be read in Annual General Meeting

(7) The Auditor's Report shall be read before the Company in Annual General Meeting and shall be open to inspection by any member of the Company.

Provisions relating to appointment, remuneration, rights and duties of Auditors

(8) The appointment, remuneration, rights and duties of Auditors of the Company shall be regulated by the provisions of Section 139 to 148 of the Act.

SERVICE OF NOTICE AND DOCUMENTS

How notice to be served on members

170. (1) A notice or other document shall be given or sent by the Company to any member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by such electronic or other mode as may be prescribed.

Provided that a member may request for delivery of any document through a particular mode, for which he shall pay such fees as may be determined by the Company in its Annual General Meeting.

Service by post

(2) Where notice or other document is sent by post, such service shall be deemed to have been effected:-

(a) in the case of notice of a meeting through post or courier at the expiration of forty-eight hours after the letter containing the same is posted,

(b) in case of the notice of meeting through electronic mode, when it transmits the e-mail and the Company shall not be held responsible for a failure in transmission beyond its control,

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

Notice to members who have not supplied address

171. A notice or other document advertised in a newspaper circulating in the neighbourhood of the Office of the Company shall be deemed to be duly served on the date on which the advertisement appears, on every member of the Company who has no registered address in India or has not supplied to the Company an address within India for giving of the notices to him.

Notice to joint- holders

172. A notice or other documents may be served by the Company on the joint holder named first in the Register in respect of the share.

Notice to persons entitled by transmission

173. A notice or other documents may be served by the Company on the persons entitled to a share in consequence of:

(1) Death of the member:

(a) where securities are held singly, to the nominee of the single holder;

(b) where securities are held by more than one person jointly and any joint holder dies, to the surviving first joint holder;

(c) where securities are held by more than one person jointly and all the joint holders die, to the nominee appointed by all the joint holders;

In the absence of a nominee, the notice shall be sent to the legal representative of the deceased member.

(2) Insolvency of the member, the notice shall be sent to the assignee of the insolvent member. In case the member is a company or body corporate which is being wound up, notice shall be sent to the liquidator.

How to advertise

174. Any notice required to be served by the Company, may be given by advertisement once in one or more newspapers circulating in the neighbourhood of the Office.

Transferee etc. bound by prior notice

175. Every person who by operation of law or transfer or other mean whatsoever shall become entitled to any share be bound by every notice in respect of such shares which previous to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

Notice valid though member deceased

176. Subject to the provisions of Articles 172 to 175, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holders thereof and such service shall, for all purposes of these presents, be deemed sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such shares.

How notice to be signed

177. The signature to any notice to be given by the Company may be written or printed.

Service of notices, process, orders etc. of winding up

178. Subject to the provisions of Section 318 of the Act, in the event of winding-up of the Company, every member of the Company who is not for the time being in the town where the registered office of the Company is situated shall be bound within eight weeks after the passing of an effective resolution to wind up the Company, to serve notice in writing on the Company appointing some householder residing in the neighbourhood of the Office upon whom all summons, notices, process, orders and judgments in relation to or under the winding up of the Company, may be served and in default of such nomination, the Liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such persons, and service upon any such appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for all purposes and where the Liquidator makes any such appointment he shall with all convenient speed, give notice thereof to such member by advertisement in some daily newspapers circulating in the neighbourhood of the Office or by a registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter should be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

Inspection

179. (1) The Books of Accounts and other books and papers shall be open to inspection by any Director during business hours.

(2) The Board shall, from time to time, determine whether and to what extent and at what times and place and under what conditions or regulations, the books of account and other books and documents of the Company, shall be open to the inspection of the member (not being Director) and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.

Inspection by Registrar

180. The Books of account and other books and papers of the Company be open to inspection during business hours by the Registrar of Companies or by such officer of Government as may be authorised by the Central Government in this behalf without any previous notice to the Company or any officer thereof.

CAPITALISATION

Capitalisation

181. The Company in General Meeting may, upon the recommendation of the Board, resolve that any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account or any monies, investments or other assets forming part of the undivided profits (including the profits or surplus monie arising from the realisation) and where permitted by law from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve any Reserve Funds or any other Funds of the Company or in the hands of the Company and available for dividend, be capitalised, by the issue and distribution as fully paid up shares of the Company which may have been issued and are credited as partly paid up with the whole or any part of the sum remaining unpaid thereon.

Provided that any amount standing to the credit of the Share premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payments of shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.

Keeping in abeyance bonus shares pending transfer

182. (1) Notwithstanding anything contained in Article 181 or the Act, in respect of Equity Shares for which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company-

(a) Issue and distribution of fully paid up Bonus Shares, pursuant to provisions of Section 123 of the Act and Article 181, shall be kept in abeyance pending registration of transfer; or

(b) Payment of any amount to the credit of unpaid share capital, pursuant to provisions of Section 123 of the Act and Article 178, shall be kept in abeyance pending registration of transfer.

(2) Such issues and distribution under (1) (a) above and such payment to the credit of unpaid share capital under (1) (b) above shall be made to, among and in favour of the members or any class of them or any of them entitled thereto in accordance with their respective rights and interest and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under (1) (a) or payment under (1) (b) above shall be made on the footing that such members become entitled thereto as capital.

(3) The Directors shall give effect to any such resolution and apply such portion of the profits, General or Reserve Fund or any other Fund or account as aforesaid as may be required for the purpose of making payment in full for the shares of the Company so distributed under (1) (a) above or (as the case may be) for the purpose of paying in whole or in part the amount remaining unpaid on the shares which may have been issued and are not fully paid under (1) (b) above provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalised sum.

(4) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that such cash payments be made to any members on the footing of the value so fixed and may vest any such cash or shares in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangements for the acceptance, allotment and sale of such shares and fractional certificates or otherwise as they may think fit.

(5) Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereof but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied on the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied Pro-rata in proportion to the amount then already paid or credited as paid on the existing fully paid shares respectively.

ACCOUNTS

Books of Accounts etc. to be kept

183. (1) The Company shall keep at its Registered Office proper books of account with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.

(b) all sales and purchases of goods by the Company; and

(c) the assets and liabilities of the Company; and

(d) the items of cost as may be prescribed under Section 148 of the Act in the case of a company which belongs to any class of companies specified under that section;

and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company, including that of its branch office or offices, if any, and explain the transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting.

Provided that all or any of the books of account aforesaid and other relevant papers may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decide, the Company shall, within seven days of the decision, file with the Registrar of Companies a notice in writing giving the full address, of that other place.

Provided further that the company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed.

(2) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transactions effected at that office shall be kept at that office and proper summarised returns made up-to-date at intervals of not more than three months, shall be sent by the Branch office of the Company to its Registered Office or other place in India, as the Board thinks fit, where the main books of the Company are kept.

(3) All the aforesaid books shall give a true and fair view of the affairs of the Company or its branch office, as the case may be, with respect to the matters aforesaid and explain its transactions.

(4) The Books of Account and other books and papers shall be open to inspection by any Director during business hours.

Books of Accounts to be preserved

184. The Books of Accounts of the Company relating to a period of not less than eight financial years immediately preceding the current year together with vouchers relevant to any entry in such books of account shall be preserved in good order.

Inspection by Members of books of the Company

185. The Directors shall, from time to time, determine whether and to what extent and at what times and places and under what conditions and regulations the books of the Company shall be open to the inspection of members and no member shall have any right of inspecting any books of the Company except as conferred by law.

Financial Statement to be furnished to General Meeting

186. The Board of Directors shall lay before each Annual General Meeting, the Financial Statement for the Financial Year.

Financial Statement

187. (1) (a) Subject to the provisions of Section 129 of the Act, the Financial Statement shall give a true and fair view of state of affairs of the Company as at the end of the financial year, shall be in compliance with the accounting standards as notified under Section 133 and shall, subject to the provisions of the said Section, be in the form set of Schedule III of the Act, or as near thereto as circumstances permit or in such other form as may be approved by the Central Government either generally or in any particular case; and in preparing the Financial Statement due regard shall be had, as far as may be to the general instructions for the preparation of the Financial Statement under the heading "Notes" at the end of that part.

(b) In addition to Financial Statement provided under Article 187 (1) (a), the Company shall prepare a consolidated Financial Statement of the Company and of all the subsidiaries and associate companies in the same form and manner as that of its own and in accordance with applicable accounting standards, which shall also be laid before the Annual General Meeting of the Company along with the laying of its financial statement under Article 187. Provided that the Company shall also attach along with its Financial Statement, a separate statement containing the salient features of the Financial Statement of its subsidiary or subsidiaries and associate company or companies in such form as may be prescribed under the Act. The Consolidated Financial Statement shall give a true and fair view of the matters covered thereunder for the Financial Year and shall subject as aforesaid, comply with the requirements of Schedule III of the Act so far as they are applicable thereto.

(2) So long as the Company is a holding Company having a subsidiary, Company shall conform to Section 129 and other applicable provisions of the Act.

(3) If in the opinion of the Board, any of the current assets of the Company have not a value on realisation in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.

Authentication of Financial Statement

188. The financial statement, including consolidated financial statement, if any, shall be approved by the Board before they are signed on behalf of the Board at least by the Chairperson of the Company where he is authorised by the Board or by two Directors out of which one shall be Managing Director and the Chief Executive Officer, if he is a Director, the Chief Financial Officer and the Company Secretary of the Company, wherever they are appointed, for submission to the auditor for his report thereon.

Auditors' Report to be attached to the Financial Statement

189. The Auditors' Report (including the Auditors separate / special or supplementary reports, if any) to the Financial Statement shall be attached thereto.

Board's Report to be attached to Financial Statement

190. (1) There shall be attached to Financial Statement laid before a Company in general meeting, a report by the Board, which shall include-

(a) the extract of the annual return as provided under sub-section (3) of Section 92 of the Act;

(b) number of meetings of the Board;

(c) Directors' Responsibility Statement;

(d) details in respect of frauds, if any, reported by the auditor under sub-section (12) of Section 143 of the Act;

(e) a statement on declaration given by independent directors under Sub-Section (6) of Section 149 of the Act;

(f) Company's policy on directors' appointment and remuneration including criteria for determining qualifications, positive attributes, independence of a director and other matters provided under sub-section (3) of Section 178 of the Act;

(g) explanations or comments by the Board on every qualification, reservation or adverse remark or disclaimer made

(i) by the auditor in his report; and

(ii) by the Company Secretary in practice in his secretarial audit report;

(h) particulars of loans, guarantees or investments under Section 186 of the Act;

(i) particulars of contracts or arrangements with related parties referred to in sub-section (1) of Section 188 of the Act in the prescribed form;

(j) the state of the company's affairs;

(k) the amounts, if any, which it proposes to carry to any reserves;

(l) the amount, if any, which it recommends should be paid by way of dividend;

(m) material changes and commitments, if any, affecting the financial position of the company which have occurred between the end of the financial year of the company to which the financial statements relate and the date of the report;

(n) the conservation of energy, technology absorption, foreign exchange earnings and outgo, in such manner as may be prescribed;

(o) a statement indicating development and implementation of a risk management policy for the company including identification therein of elements of risk, if any, which in the opinion of the Board may threaten the existence of the company;

(p) the details about the policy developed and implemented by the company on corporate social responsibility initiatives taken during the year;

(q) a statement indicating the manner in which formal annual evaluation has been made by the Board of its own performance and that of its committees and individual directors;

(r) such other matters as may be prescribed under the Act.

(2) The Board's report and any annexures thereto shall be signed by its chairperson of the company if he is authorised by the Board and where he is not so authorised, shall be signed by at least two directors, one of whom shall be a managing director.

Right of member to copies of Financial Statement

191. The Company shall comply with the requirements of Section 136 of the Act with respect to right of members to copies of Financial Statement.

Reconstruction

192. On any sale of the undertaking of the Company, the Board or the liquidator on winding up may, if authorised by a Special Resolution, accept fully paid or partly paid up shares, debentures or securities of any other Company incorporated in India, or to the extent permitted by law of a company incorporated outside India, either then existing or to be formed for the purchase in whole or in part of the property of the Company and the Board (if the profits of the Company permit) or the liquidator (in a winding-up) may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and any special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefit or property, otherwise than in accordance with the legal rights of the members or contributories of the Company, and for valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation there to, save only in case the Company is proposed to be in the course of being wound up, such statutory rights, if any, under Section 319 of the Act as are incapable of being varied or excluded by these Articles.

GENERAL POWER

General Power

193. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case, this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

Whenever there is an amendment in the Act, rules and regulations allowing what were not previously allowed under the statute, these Articles herein shall be deemed to have been amended to the extent that has been allowed under the provisions of the Act, due to an amendment after adoption of these Articles.

SECRECY

Secrecy

194. Every Director, Secretary, Trustees for the Company, members of a committee, auditor, manager, servant, officer, agent, accountant or other person employed in or about the business of the Company shall if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters, relating thereto which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles or law.

No Shareholder to enter the premises of the Company without permission

195. No Shareholder or other person (not being a Director) shall be entitled to enter upon the properties of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or, subject to Article 179 to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatever which may relate to the conduct of the business of the Company and which in the opinion of the Board will be inexpedient in the interest of the Company to communicate.

WINDING UP

Winding up

196. Subject to the provisions of Chapter XX of the Act,

(1) In the event the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie 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.

(2) 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.

(3) The liquidator may, with the like sanction, vest the whole or any part of such assets 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.

INDEMNITY

Indemnity

197. (1) Subject to the provisions of Section 197 of the Act, every Director, Secretary or officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Secretary, Officer, employee or Auditor in defending any proceedings, whether Civil or Criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application under Section 463 of the Act, in which relief is granted to him by the Court.

(2) In addition to Article 197 (1) and subject to Applicable Law, the Company shall indemnify the Directors against:

(a) any act, omission or conduct (including, contravention of any Applicable Law) of or by the Company, the Board, its officials, employees or representatives, or the Shareholders, as a result of which, the Director is made party to, or otherwise incur any losses, liabilities, claims, damages, costs and expenses (inclusive of any legal fees and disbursement in relation thereto) including a loss pursuant to or in connection with, any actual or threatened action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct;

(b) any action or failure to act as may be required by the Director at the request of or with the consent of the Company; or

(c) contravention of any Applicable Law and any action or proceedings taken against such Director in connection with any such contravention or alleged contravention.

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Name, description, occupation and addresses of each subscriber	Signature of Subscribers	Name, address, description, occupation and signature of witness or witnesses
1. Sardari Lal Jain S/o Charjushah Jain 18/56, East Park Area, Karol Bagh, New Delhi - 110 005 Business	Sd/-	I hereby witness the signatures of all the subscribers Sd/ R.C. Jain Chartered Accountant M. No. 6127 S/o Sh. D. S. Jain C/o Rai & Co. Chartered Accountants Flat No. 2, Bishamber Bhavan 54, Darya Ganj New Delhi - 110 002
2. Soshil Kumar Jain S/o L. Sardari Lal Jain 18/56, East Park Area, Karol Bagh, New Delhi - 110 005 Business	Sd/-	

Place: New Delhi Dated 5th day of January, 1984

NATIONAL COMPANY LAW TRIBUNAL'S

Order

Sanctioning

Scheme of Arrangement

Between

Panacea Biotec Limited

And

Ravinder Heights Limited

And

Their Respective Shareholders and Creditors

(Under Sections 230 to 232 and 66 of the Companies Act, 2013)

Before the National Company Law Tribunal,
Chandigarh Bench

Corporate Bhawan, Plot No. 4B, Sector 27-B, Madhya Marg, Chandigarh.

No.: NCLT/Chd/Reg/1668

Date: 09/09/2020

CA (CAA) No.6/Chd/Pb/2020
U/s 230 to 232 of the CA, 2013.

In the matter of scheme of Amalgamation between:

Panacea Biotec Ltd. ... Demerged Company/Petitioner Company No. 1

With

Ravinder Heights Ltd. ... Resulting Company/Petitioner Company No. 2

To,

Panacea Biotec Ltd.
Regd office at: Ground Floor,
PDS Block, Ambala-Chandigarh Highway,
Lalru, Mohali, Punjab-140501.

Please find enclosed herewith a certified copy of order dated 09.09.2020 for your information and necessary action

Sd/-
Designated Registrar
NCLT, Chandigarh Bench

Encl: Copy of order.

THE NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH, CHANDIGARH
(through web-based video conferencing platform)

CP(CAA)No.6/CHD/PB/2020
Under Sections 230-232 of the Companies Act, 2013

In the matter of Scheme of Amalgamation between:

PANACEA BIOTEC LIMITED
having its registered office at
Ambala-Chandigarh Highway,
Lalru, Punjab-140501, India
CIN: L33117P131984PLCO22350
PAN: AAACP5335J

…. Demerged Company/Petitioner Company No.1

With

RAVINDER HEIGHTS LIMITED
having its registered office at
Ground Floor, PDS Block,
Ambala - Chandigarh Highway,
Lalru, Mohali, Punjab - 140501,
CIN: U70109P132019PLC049331
PAN: AAJCR5436R

.... Resulting Company/Petitioner Company No. 2

Judgement delivered on: 09.09.2020

Coram: HON'BLE MR. AJAY KUMAR VATSAVAYI, MEMBER (JUDICIAL)
HON'BLE MR. RAGHU NAYYAR, MEMBER (TECHNICAL)

Present through Video Conferencing:

For the Applicants:

1. Mr. Anand Chibbar, Senior Advocate
2. Mr. Saheb Singh Chadha, Advocate
3. Mr. Shikhar Sarin, Advocate
4. Mr. Naman Joshi, Advocate
5. Ms. Eshna Kumar, Advocate
6. G.S. Sarin, Practicing Company Secretary

For the Income Tax : Mr. Yogesh Putney, Advocate
For the Registrar of Companies : Mr. Jatinder Kataria, Company Prosecutor
For the Official Liquidator : Mr. Vibhor Sharma, Advocate

Per: Ajay Kumar Vatsavayi, Member (Judicial)

JUDGEMENT

1. This is the joint second motion petition under Section 230 to 232 and Section 66 of the Companies. Act, 2013 (for brevity, the 'Act') filed by the Petitioner Company No.1 & 2 (collectively referred as Petitioner Companies) in terms of Rule 15 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity, the 'Rules') for approval of Scheme of Demerger (for brevity, the 'Scheme') of real estate business of Panacea Biotec Limited (Demerged Company). It entails that such carved out real estate undertaking shall merge with and into and Ravinder Heights Limited (Resulting Company) along with the transfer and vesting of all the properties, assets and liabilities of the Demerged Undertaking into the Resulting Company and correspondingly appropriate vesting of entitlement or shifting of their respective shareholders and creditors. The joint petition is maintainable in terms of Rule 3(2) of the Rules.

2. The Petitioner Companies filed First Motion Application bearing CA (CAA) No.36/CHD/PB/2019 before this Tribunal for seeking directions to dispense with the meetings of the preference shareholders and secured creditors of Applicant Company No.1; equity shareholders, secured and unsecured creditors of the Applicant Company No. 2; and for convening of meetings of equity shareholders and unsecured creditors of the Applicant Company No. 1.

3. The First Motion order was disposed off vide order dated 13.12.2019 wherein the meetings of equity shareholders, secured, and unsecured creditors of the Resulting Company and secured creditors of Demerged Company were dispensed with. Further directions for calling and convening of meetings of equity shareholders and unsecured creditors of the Demerged Company on 28.01.2020 were issued along with other directions mentioned in the order dated 13.12.2019 passed in First Motion Application attached at Annexure G of the petition.

4. The Affidavit of Mr. Vinod Goel, authorized signatory of the Demerged Company with regard to compliance of all the directions given in the order dated 13.12.2019 was filed vide diary no. 380 dated 16.01.2020 along with newspaper publications in 'Business Standard' (English), All Editions and 'Desh Sewak' (Punjabi), Chandigarh Edition, on 28.12.2019 and copy of notices sent to shareholders and unsecured creditors of the Demerged Company and to Regional Director, Registrar of Companies, Official Liquidator, Income Tax Authorities, Reserve Bank of India, Securities & Exchange Board of India Ltd., National Stock Exchange of India Ltd. and BSE Limited through speed post on 06.01.2020. Further, a similar affidavit of Mr. Sumit Jain, authorized signatory of the Resulting Company with regard to compliance of all the directions given in the order dated 13.12.2019 was filed vide diary no. 381 dated 16.01.2020.

5. Reports dated 03.02.2020 of the Chairperson along with the report of Scrutinizer in respect of the meetings of equity shareholders and unsecured creditors of the Demerged Company were filed vide Diary No.932 and 933 both dated 04.02.2020 respectively.

6. The Chairperson has reported that the equity shareholders and unsecured creditors of the Demerged Company have unanimously approved the Scheme. Thereupon the instant petition was filed for approval of the Scheme in terms of Rule 15 of the Rules.

7. The main objects, date of incorporation, authorised and paid-up share capital, interest of employees and rationale of the Scheme were discussed in detail in the First Motion order dated 13.12.2019 passed by this Tribunal.

8. It is submitted that Annexure B4 and C4 are the certificates of the respective Statutory Auditors of the Demerged Company and Resulting Company, respectively certifying that the accounting treatment proposed in the Scheme is in compliance with the applicable accounting provisions of the Act, Accounting Standards prescribed under Section 133 of the Act and other Generally Accepted Accounting Principles in India and also with SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 and circulars issued thereunder, as the case may be.

9. The financials of the Petitioner Company No.1 for the financial year ending 31.03.2019 and also the period as on 30.06.2019 are annexed as Annexure B-2 and financial statement of Petitioner Company No.2 as on 30.06.2019 is attached as Annexure C-2 of the petition.

10. As per the Scheme, the appointed date is 01.04.2019 or such other date as the Hon'ble Tribunal may approve. The Petitioner Company has also attached valuation report dated 29.05.2019 as Annexure-J for which a detailed reference has been made in Para 33 of the order dated 13.12.2019 disposing the first motion.

11. The Petitioner Companies filed separate additional affidavit (Diary No.1282 & 1283 dated 17.02.2020) with regard to objection if any received by them. The Resulting Company in its affidavit has stated that it has not received any complaint with respect to the Scheme or with respect to any of the meetings of the Demerged Company from any member of public or any of the statutory authority. The Demerged Company in its affidavit has submitted that after service of notice to the shareholders, creditors, statutory authorities and after publication in newspaper, Securities and Exchange Board of India, National Stock Exchange of India Ltd. and Ministry of Corporate Affairs, two shareholders of Petitioner Company No. 1 and Chairperson appointed by the Tribunal for convening the meetings of equity shareholders and unsecured creditors had received a complaint with respect to the Scheme from an unidentified complainant contending that the scheme of arrangement is nothing but mere siphoning of funds of the Demerged Company and if some transaction like this takes places thousands of jobs would be at stake. It was also stated that SEBI and Ministry of Corporate Affairs forwarded the complaint to BSE Limited and Registrar of Companies respectively.

12. When the matter was listed on 25.02.2020, the following order was passed:

"4. …………The Demerged Company has given its submissions with regard to objections made in the aforesaid complaint.

5. The complaint as well as the submissions therein of the Demerged Company will be considered during the course of the further hearing.

6. The Petition be listed for hearing on 06.05.2020. Notice of hearing be advertised in "Business Standard" (English), Chandigarh Edition and "Desh Sewak" (Hindi), Chandigarh Edition not less than 10 days before the aforesaid date fixed for hearing.

7. Notice be also served upon the Objector(s) or their representatives as contemplated under sub-section (4) of Section 230 of the Act who may have made representation and who have desired to be heard in their representation along with a copy of the Petition and the annexures flied therewith at least 15 days before the date fixed for hearing. It be specified in the notices that the objections, if any, to the Scheme contemplated by the authorities to whom notice has been given on or before the date of hearing fixed herein may be filed, failing which it will be considered that there is no objection to *the approval of the Scheme on the part of the authorities by this Tribunal and subject to other conditions being satisfied as may be applicable under the Companies Act, 2013 and relevant rules framed thereunder.*

8. In addition to the above public notice, each of the petitioner companies shall serve the notice of the petition on the following Authorities namely, (a) Central Government through Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi (b) Registrar of Companies at Chandigarh (c) Income Tax Department through the Nodal Officer - Principal Chief Commissioner of Income Tax, NWR, Aaykar Bhawan, Sector 17-E, Chandigarh by mentioning the PAN of the companies (d) Official Liquidator, (e) Reserve Bank of India (f) SEBI, (g) NSE, and (h) BSE and to such other Sectoral Regulator(s) who may govern the working of the respective companies involved in the Scheme along with copy of this petition by speed post immediately.

9. The Petitioner Companies shall at least 7 days before the date of hearing of the Company Petition file an affidavit of service regarding newspaper publication and service of notices on the authorities specified above including the sectoral regulator and objectors, if any. Objections, if any, to the Scheme contemplated by the authorities to whom notice has been given on or before the date of hearing fixed herein may be filed, failing which it will be considered that there is no objection to the approval of the Scheme on the part of the authorities by this Tribunal and subject to other condition being satisfied as may be applicable under the Companies Act, 2013 and relevant rules framed thereunder.

10. Registry shall also report before the date fixed as to whether any objection has been received to the proposed Scheme."

13. The learned counsel for the Petitioner Companies filed compliance affidavit of the aforesaid direction by way of email dated 28.04.2020 (Sp. Diary No.2175 dated 29.05.2020), wherein it has been stated that notice of hearing of Petition was advertised in newspapers namely 'Business Standard' (English, Chandigarh Edition) and 'Desh Sewak' (Punjabi, Chandigarh Edition) on 21.03.2020 seeking representation or objection from public on the Scheme. The original copies of the newspapers are attached as Annexure B (Colly) of the said affidavits. It has also been stated in the affidavit that the notices as directed by the Tribunal were also sent to the statutory authorities vide email due to outspread of Coronavirus and thereafter, lockdown in India. The emails sent to the statutory authorities for serving notices are at Annexure C (Colly) of that affidavits.

14. It is also stated in the aforesaid affidavits of the authorized representative of the Petitioner Companies that the Petitioner Companies have neither received any objection from any person as contemplated under section 230(4) of the Act nor information from any person who has desired to make their representation and accordingly, notice of the Company Petition is not required to be served on any objector.

15. We have heard the learned Sr. Counsel for the Petitioners and learned Counsel for the statutory authorities and perused the records.

16. The Regional Director (Northern Region), Ministry of Corporate Affairs has filed its report by way of affidavit of Dr. Raj Singh, Regional Director (Sp. Diary No.259 dated 03.07.2020) along with the following observations raised by Registrar of Companies, Chandigarh (ROC) which are as follows: -

"(i) The scheme is for Demerger of Real Estate Business of the Demerged Company including the investment held by the Demerged Company in M/s Radhika Heights Ltd. (Demerged Undertaking). However, scheme as per clause No. 15 proposes that the authorized share capital shall stand reduced to Rs.1,09,83,70,000/- of the Demerged Company.

(ii) The authorized capital shall he classified into equity share capital and preference share capital and authorized preference share capital increased by Rs.16,30,000/- of Resulting Company,

(iii) Transfers of Authorised Capital of Demerged Company Rs.16,30,000/- to Resulting Company. The same is not allowed as per section 232(3)(i) of the Companies Act. 2013 as the scheme is for demerger not for amalgamation hence applicant may be directed to modify the scheme accordingly.

(iv) No affidavit regarding compliance of the provisions of sections 295, 297, 299 & 301 (Section 184, 185 and 189) not furnished by the Petitioner Companies.

(v) It is observed from the Financial Statements as at 31.03.2019 and found that the name of the company has been shown as M/s Panacea Biotec Pharma Limited in place of M/s Panacea Biotec Limited in XBRL form of financial statement before approval of the scheme."

17. In response to the observations of the Regional Director and ROC, the Petitioner Companies filed their counter affidavits dated (Diary No.00503/1 and 00503/2, both dated 16.07.2020) stating therein that: -

a. The company namely Radhika Heights Limited is a wholly-owned subsidiary of the Demerged Company and in terms of clause 1.6 of the scheme, the shareholding of Radhika Heights Limited comprises of part of investments pertaining to the Real Estate undertaking and the same is proposed to be transferred to the Resulting Company. As such there will be no change in the share capital and capital structure of the Resulting Company. There is no arrangement so far for the assets and liabilities of the Radhika Heights Limited are concerned and resultantly, Radhika Heights will become the wholly owned subsidiary of the Resulting Company instead of Demerged Company with the same share capital. Therefore, there is no need for Radhika Heights Limited to become a party to the scheme.

b. The creation of charge was only an arrangement between Demerged Company with its creditors and the creditors have already consented to the release of charge by them therefore, there is no arrangement between any of the creditors or shareholders of Radhika Heights Limited in this regard and thus does not warrant to become a party to the scheme.

c. The resulting Company on the scheme becoming effective in terms of clause 15.1 will increase its authorized share capital, prior to issuing equity shares to the shareholders of the Demerged Company and shall pay the requisite fee and duties on increase as may be applicable. Also, it is proposed that the authorized preference share capital be cancelled to the extent of Rs.16,30,000/- and transferring the same amount from the authorized preference share capital of the Demerged Company to the authorised preference share capital of the Resulting Company.

d. Reliance is placed on various judgments of schemes where consideration was paid in form of issuance of shares of the Resulting Company to the shareholders of Demerged Company. Further, the Hon'ble NCLT, Ahmedabad in terms of order dated 17.03.2020, in the matter of Deep CH4 Limited for demerger of Oil and Gas Services Undertaking of Deep industries Limited, has approved the scheme wherein transfer of authorized share capital of Demerged Company into the Resulting Company was done. Accordingly, it can be stated that transferring a part of authorized share capital from the Demerged Company to the Resulting Company is not prohibited under the provisions of Act and by virtue of the judicial precedents it has become an accepted position of law.

Further, the Petitioner Companies have also submitted the affidavits with respect to section 184, 185 and 189 of Act as Annexure C to the said affidavits and e-form AOC-4 which clearly mentions the name of the company as 'Panacea Biotec Limited', the e-form was attached to the said affidavits as Annexure D.

18. Dr. Davinder Pal Singh, Income Tax Officer, Ward-2(5), Chandigarh, has filed its report in respect of Resulting Company dated 18.06.2020 (Sp. Diary No.143 dated 19.06.2020) stating thereon that as of now no demand is outstanding nor any proceedings are pending against the Resulting Company. It is also stated that it does not have any reservations to the Scheme. With respect to Demerged Company, Mr. Vivek Nagrath, DCIT, Circle-19(2), New Delhi has filed his report submitting that assessment proceedings for the Assessment Year 2017-18 & 2018-19 are in progress and also demand of Rs.2,02,15,360/- for the AY 2007-08 and Rs.1,45,55,150/- for AY 2010-11 is under rectification. After that there will be no factual demand. It is further submitted that there is no objection to the proposed scheme.

19. The Resulting Company vide its affidavit dated 17.08.2020 (Diary No. 00503/15) undertook to discharge all the tax liabilities (direct or indirect) which may become payable in future, by or for the Demerged Undertaking.

20. Mr. O.P Sharma, the Official Liquidator (OL) has filed its report by way of the affidavit dated 03.07.2020 (Diary No.00503/13 dated 13.08.2020). It had been observed in his report that the company has paid excess managerial remuneration to the Directors' of the Demerged Company in past few years, which is not in accordance with the requisite threshold mandated/provided under the Act, for the relevant years ending on March 31 of 2013, 2014, 2016, 2017, 2018 & 2019.

21. It is also stated in the report of the OL that the Demerged Company has duly provided the clarification vide letter dated 30.06.2020 stating that the approval for the same was not granted after several representations. The Demerged Company had explained that in terms of amendment in the provisions of Section 197 of the Act effective from 12.09.2018, whereby the powers of Central Government for approval of payment of managerial remuneration in excess of limits/ waiver of recovery of managerial remuneration recoverable, etc. were transferred to the shareholders of the Demerged Company, the Demerged Company has obtained approval from its shareholders in extraordinary general meeting held on 10.09.2019 by passing special resolution and the said resolution is on record. The said fact is also recorded in the report of Official Liquidator.

22. The OL has also filed an additional report dated 13.08.2020 (Diary No.00503/13 dated 13.08.2020) has stated that an anonymous complaint in the form of letter dt.19.03.2020 without any supporting documents has been received by their office claiming siphoning of funds by the Demerged Company and prayed to decide the Scheme on merits.

23. It is to be noted that the same letter has been received by this Bench on different dates and also by NSE contending that the Scheme is nothing but a mere method for siphoning of funds and requesting to stop this demerger process.

24. The Petitioner Companies have also filed affidavits disclosing the same objections received by NSE (Diary No.00503/4 & 00503/5, both dated 20.07.2020) and stating that the Demerged Company has duly replied to all allegations made in the unidentified complaint and reliance was placed on SEBI Press Release (PR No. 29/2019) dated 11.12.2019 wherein SEBI has clarified that it may not be able to handle complaint which are anonymous and not specific or substantiated or verifiable. It is stated that in terms of section 230(4) of the Act, a shareholder can only object to the scheme of arrangement only if he holds a minimum 10% of the total shareholding of the Company. Since in the present case, the identity of the shareholder could not be identified, hence the complaint is not tenable. The said SEBI release is attached as Annexure A of the affidavits. Also, reply by the Demerged Company to the complaint was filed vide diary no. 0503/8 dated 31.07.2020.

25. We have noted above that proof of service of notice to Reserve Bank of India was filed by the Petitioner Companies in compliances affidavits. However, no representation has been received. It is therefore presumed that Reserve Bank of India has no objection to the Scheme.

26. The Demerged Company, being listed on NSE and BSE, had already obtained observation letters from NSE and BSE, in consultation with SEBI with respect to the Scheme on 20.09.2019 and 19.09.2019, respectively. NSE and BSE in their respective observation letters have given no objection to the proposed scheme and has also mentioned that the Demerged Company may not send any notice under section 230(5) of the Act to them and SEBI, however, in compliance of order dated 13.12.2019 and 13.02,2020, the Petitioner Companies had served copy of the notice. No reply has received from NSE, BSE or SEBI. It is therefore presumed that NSE, BSE or SEBI have no objection to the Scheme. The observation letters of NSE & BSE are attached as Annexure A of Diary No. 00503/1 and 00503/2, both dated 16.07.2020.

27. During the course of hearing on 10.08.2020, the Ld. Sr. Counsel appearing for the Petitioner Companies was directed to explain the shareholding structure of Radhika Heights Limited and its wholly owned subsidiaries pursuant to the Scheme becoming effective by filing a short affidavit.

28. In compliance of the aforesaid order, the Petitioner Companies filed affidavits (Diary no. 00503/10 & 00503/12, both dated 13.08.2020) explaining that Radhika Heights Limited forms part of the Demerged Undertaking and accordingly, the ownership of Radhika Heights Limited shall be transferred to the Resulting Company. Further, a pictorial representation of pre and post scheme shareholding structure of the Radhika Heights Limited and its downstream subsidiaries along with shareholding structure of Demerged Company as on 30.06.2020 and 30.06.2019 are attached as Annexure B & D respectively.

29. With reference to the anonymous complaint and objections raised thereunder, the petitioners have relied on judgments of the Apex Court in the matter of Miheer H. Mafatlal V. Mafatlal Industries [(1997) 1 SCC 579] and Hindustan Lever Employees Union Vs. Hindustan Lever Limited [(1995) Supp (1) SCC 499], wherein it clearly states that the company court shall only sanction the scheme if it is not contrary to public interest and that sanctioned scheme shall be binding on the dissenting shareholders. Further, it was submitted that this Scheme, in any way, is not against public interest, it rather provides the shareholders an opportunity to unlock value of their shares. Further, SEBI, NSE, BSE, RD, ROC, OL and IT Authority have also provided their no objection to this scheme.

30. It has been stated in para 27 and 28 of the Petition that no proceeding for inspection or investigation under the provisions of the Companies Act, 2013, Companies Act, 1956, SEBI Act and FEMA Act or Indian Penal Code, 1860 is pending against the Petitioner Companies.

31. In view of the above discussion, we conclude that the objections/ observations to the Scheme have been received from Official Liquidator, Regional Director, Registrar of Companies and the Income Tax Departments and their objections/observations are adequately replied to by the Petitioner Companies and hence there is no impediment in the sanction of the Scheme. Therefore, the Scheme (Annexure A) is approved. While approving the Scheme, it is

clarified that this order should not be construed as an order in any way granting exemption from payment of any stamp duty, taxes or any charges, if any, and payment in accordance with law or granting permission in respect of any permission/compliance with any other requirement which may be specifically required under any law. It is directed that the Petitioner Companies shall comply with the provisions of FEMA/RBI Act. Notwithstanding the above, if there is any deficiency found, or violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners as well as the petitioner.

AND THIS TRIBUNAL DO FURTHER ORDER:

1) That all the property, rights and powers of the Demerged Company pertaining to the Demerged Business be transferred, without further act or deed, to the Resulting Company and accordingly, the same shall pursuant to sections 230, 232 & 66 of the Act, be transferred to and vested in the Resulting Company for all the estate and interest of the Demerged Company pertaining to the Demerged Undertaking but subject nevertheless to all charges now affecting the same;

2) That all the liabilities and duties of the Demerged Company pertaining to the Demerged Business be transferred, without further act or deed, to the Resulting Company and accordingly the same shall pursuant to Sections 230, 232 & 66 of the Act, be transferred to and become the liabilities and duties of the Resulting Company;

3) That all the proceedings now pending by or against the Demerged Company pertaining to the Demerged Business be continued by or against the Resulting Company;

4) That the employees of the Demerged Company pertaining to the Demerged Business shall be transferred to the Resulting Company in terms of the 'Scheme';

5) That the Resulting Company shall, without further application, allot to the existing members of the Demerged Company shares of Resulting Company to which they are entitled under the said Scheme;

6) That the Petitioner Company shall, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration;

7) That the Resulting Company shall deposit an amount of 1) Rs.40,000/- to be paid in favour of "The Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund (PM CARES Fund)", (2) Rs.30,000/- to be paid in favour of "Pay and Accounts Officer, Ministry of Corporate Affairs" and (3) Rs.30,000/ with "The Company Law Tribunal Bar Association, Chandigarh", the payment of which shall be ensured by the Registrar of Companies prior to further steps; and

8) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary

32. As per the above directions and Form No CAA-7 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, formal orders be issued on the petitioners filing the schedule of properties i.e. (i) freehold property of the Demerged Company in relation to the Demerged Undertaking and (ii) leasehold property of the Demerged Company in relation to Demerged Undertaking by way of affidavit.

Sd/-
(Raghu Nayyar)
Member (Technical)

Sd/-
(Ajay Kumar Vatsavayi)
Member (Judicial)

Sept., 09, 2020
Anchal

NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH
CORPORATE BHAWAN, PLOT NO. 4-B,
GROUND FLOOR, SECTOR 27-B, MADHYA MARG,
CHANDIGARH-160019

No.NCLT/Reg./FO/2020/1672 **Date: 11/09/2020**

CA (CAA) No.6/CHD/PB/2020

Under Sections 230-232 of

the Companies Act, 2013

In the matter of Scheme of Amalgamation between:

To

1. **PANACEA BIOTEC LIMITED**
having its registered office at
Ambala-Chandigarh Highway,
Lalru, Punjab-140501, India
CIN: L33117PB1984PLC022350;
PAN: AAACP5335J

.... Demerged Company/Petitioner Company No.1

With

2. **RAVINDER HEIGHTS LIMITED**
having its registered office at
Ground Floor, PDS Block,
Ambala-Chandigarh Highway,
Lalru, Mohali, Punjab-140501
CIN: U70109PB2019PLC049331;
PAN: AAJCR5436R

.... Resulting Company/Petitioner Company No.2

Please find enclosed herewith formal order as per Form No. CAA 7 of Companies (Compromises, Arrangements, and Amalgamation) Rules, 2016 containing the directions of the Hon'ble National Company Law Tribunal, Chandigarh, for compliance in terms of your order dated 09.09.2020.

Sd/-
(M.S. Gill)
Designated Registrar

FORM NO. CAA.7

(Pursuant to section 232 and rule 20)
Before the National Company Law Tribunal,
Chandigarh Bench, Chandigarh

CP(CAA)No.6/CHD/PB/2020

Under Sections 230-232 of
the Companies Act, 2013

<u>In the matter of Scheme of Amalgamation between:</u>

To

1. **PANACEA BIOTEC LIMITED**
having its registered office at
Ambala-Chandigarh Highway,
Lalru, Punjab-140501, India
CIN: L33117P131984PLCO22350
PAN: AAACP5335J

…. Demerged Company/Petitioner Company No.1

With

2. **RAVINDER HEIGHTS LIMITED**
having its registered office at
Ground Floor, PDS Block,
Ambala - Chandigarh Highway,
Lalru, Mohali, Punjab - 140501,
CIN: U70109P132019PLC049331
PAN: AAJCR5436R

.... Resulting Company/ Petitioner Company No.2

Upon the above petition coming up for hearing on 09th September, 2020 and upon reading the said petition, reports submitted by the Income Tax Department, Registrar of Companies, Official Liquidator and compliance affidavit submitted by the Counsel for the Applicant Companies and hearing learned counsel for the applicant companies as well as counsel representing the Registrar of Companies, counsel for the Income Tax Department and counsel for the Official Liquidator and after carefully perusing the records, the National Company Law Tribunal approved the 'scheme' with the clarification that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges, if any, and payment in accordance with law or granting permission in respect of any and payment in accordance with the law or granting permission in respect of any permission /compliance with any other requirement which may be specifically required under any other law. It is directed that the Petitioner Companies shall comply with provisions of FEMA/ RBI Act. Notwithstanding with the above, if there is any deficiency found, or violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners as well as petitioner.

<u>AND THIS TRIBUNAL DO FURTHER ORDER:</u>

1) That all the property, rights an powers of the Demerged Company pertaining to the Demerged Business be transferred, without further act or deed, to the Resulting Company and accordingly, the same shall pursuant to sections 230, 232 & 66 of the Act, be transferred to and vested in the Resulting Company for all the estate and interest of the Demerged Company pertaining to the Demerged Undertaking but subject nevertheless to all charges now affecting the same;
2) That all the liabilities and duties of the Demerged Company pertaining to the Demerged Business be transferred, without further act or deed, to the Resulting Company and accordingly, the same shall pursuant to sections 230, 232 & 66 of the Act, be transferred to and to become the liabilities and duties of the Resulting Company;
3) That all the proceedings now pending by or against the Demerged Company pertaining to the Demerged Business be continued by or against the Resulting Company;
4) That the employees of the Demerged Company pertaining to the Demerged Business shall be transferred to the Resulting Company in terms of the 'Scheme';
5) That the Resulting Company shall without further application, allot to the existing members of the Demerged Company shares of Resulting Company to which they are entitled under the said Scheme;
6) That the Petitioner Company shall, within 30 days after the date of receipt of this order, cause a certified copy of this order, cause a certified copy of this order to be delivered to the Registrar of the Companies for registration;
7) That the Resulting Company shall deposit an amount of 1) Rs. 40,000/- to be paid in favour of "Pay and A/c. of "The Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund (PM CRAES FUND)"; (2) Rs.30,000/- to be paid in favour of "Pay and Accounts Officer, Ministry of Corporate Affairs" and (3) Rs.30,000/ with "The Company Law Tribunal Bar Association, Chandigarh", the payment of which shall be ensured by the Registrar of Companies prior to further steps; and
8) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

Dated: 09.09.2020
(**By the Tribunal)**

Sd/-
(M.S. Gill)
Designated Registrar
National Company Law Tribunal,
Chandigarh Bench

SCHEDULE OF PROPERTIES

(**attached as supplied by the** Transferor Company)

Form CAA 7

SCHEDULE OF ASSETS

belonging to the real estate business **("Demerged Undertaking")** of

Panacea Biotec Limited **("Demerged Company")**

as on

1st April, 2019 (i.e. Appointed Date)

Schedule - I

(Short description of freehold property of the Demerged Undertaking)

1. Property bearing No. 9, 7th Avenue, Amitabh Bachchan Scheme, Jonapur, Bandh Road, New Delhi-110053 admeasuring 12 Bighas and 19 Biswas (or 2.5618 acres) bearing Mustatil No. 7, Killa Nos. 23/2 min (2-17) and 24 (4-16), Mustatil No. 20 Killa Nos. 3/1 min (0-12), 3/2 min (1-7) and 4 min (3-7) with boundary wall, Tube Well and Electric Connection and built-up House admeasuring around 12,532 sq. ft. ground and first floor, situated in Village Jonapur, Tehsil Hauz Khas, New Delhi.

Schedule - II

(Short description of leasehold property of Demerged Undertaking)

1. Office premises having built-up area admeasuring 6,932 Sq. Ft. (or say Super Area measuring about 9,049 Sq. Ft.) situated at 7th Floor, DCM Building, 16, Barakhamba Road, New Delhi - 110001 with eight car parking space (i.e. 4 in Upper Basement and 4 in Lower Basement) and 11 scooter parking spaces alongwith proportionate leasehold rights in land bearing no.7 in block no.205, measuring 0.956 acre, known as 16, Barakhamba Road, New Delhi.

Schedule - III

(Short description of all stocks, shares, debentures and other charges in action of the Demerged Undertaking)

All assets including movable properties, tangible and intangible assets and current and non-current asset related to the Demerged Undertaking, *inter-alia* including the following-

1. <u>Fixed Assets:-</u>
   - Plant and machineries
   - Office equipments
   - Computer Equipments
   - Furniture and fittings
2. <u>Investments:-</u>
   - 4,776,319 equity shares of Re.1 each, fully paid up in Radhika Heights Limited
3. <u>Other movable assets:-</u>
   - Loans and advances to employees
4. <u>Liabilities:-</u>
   - Trade payables
   - Provisions
   - Other current liabilities

For **Panacea Biotec Limited**

Sd/-
Sunil Anand
Authorised Signatory

SCHEME OF ARRANGEMENT

BETWEEN

PANACEA BIOTEC LIMITED

AND

RAVINDER HEIGHTS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Sections 230 to 232 and 66 of the Companies Act, 2013)

A. PREAMBLE

This scheme of arrangement *(hereinafter referred to as **"Scheme"** and more particularly defined hereinafter)* is presented under the provisions of sections 230 to 232 and section 66 and other relevant provisions of the Act *(as defined hereinafter)* and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 emanating demerger of Demerged Undertaking *(as defined hereinafter)* belonging to Panacea Biotec Limited ***("Demerged Company")*** with and into Ravinder Heights Limited ***("Resulting Company")*** with effect from the Appointed Date *(as defined hereinafter)*.

In addition to the above, this Scheme also provides for various other matters consequential or otherwise integrally connected with this Scheme.

*(For the sake of brevity, Demerged Company and Resulting Company are hereinafter collectively referred to as **"Companies"**).*

B. BACKGROUND AND DESCRIPTION OF COMPANIES

(i) Panacea Biotec Limited or Demerged Company is a public limited listed company duly incorporated under the provisions of Companies Act, 1956 ***("1956 Act")*** on February 2, 1984 bearing Corporate Identification Number ***("CIN")*** L33117PB1984PLC022350 and having its registered office situated in the State of Punjab at Ambala-Chandigarh Highway, Lalru-140501. The equity shares of the Demerged Company are listed on the Stock Exchanges *(as defined hereinafter)*.

The Demerged Company was originally incorporated as a private limited company under the name and style of 'Panacea Drugs Private Limited' and having its registered office situated in the State of Delhi. Subsequently, the Demerged Company became a deemed public limited company and its name was changed to 'Panacea Drugs Limited' w.e.f. June 30, 1993. Further, name of the Demerged Company was changed to its present name, i.e., Panacea Biotec Limited, in the year 1993 and a fresh certificate of incorporation dated September 07, 1993 was issued by Registrar of Companies, National Capital Territory of Delhi and Haryana at New Delhi.

Also, with effect from November 30, 1998, the registered office of the Demerged Company was shifted from the State of Delhi to the State of Punjab.

The Demerged Company is one of India's leading research-based biotechnology companies engaged in the business of research, development, manufacture and marketing of branded pharmaceutical and vaccines. The Demerged Company has also forayed into real estate business by acquiring real estate assets and making investments in subsidiary companies engaged in real estate business.

Permanent Account Number **("PAN")** of the Demerged Company is AAACP5335J. The correspondence e-mail address of the Demerged Company is corporate@panaceabiotec.com.

(ii) Ravinder Heights Limited or Resulting Company is a public limited company duly incorporated under the provisions of the Act *(as defined hereinafter)* on April 15, 2019 bearing CIN U70109PB2019PLC049331 and having its registered office situated in the State of Punjab at Ground Floor, PDS Block Ambala-Chandigarh Highway, Lalru, Mohali, Punjab-140501.

The Resulting Company has been set-up with an object of engaging in the business of real estate and is a wholly owned subsidiary of Demerged Company.

PAN of the Resulting Company is AAJCR5436R. The correspondence e-mail address of the Resulting Company is ravinderheights@gmail.com.

C. RATIONALE

This Scheme *(as defined hereinafter)* is expected to enable better realization of potential of the businesses and yield beneficial results and enhanced value creation for the Companies, their respective shareholders, lenders and employees. The Scheme is proposed with a view to achieve the following results:

(i) simplification and rationalization of business undertakings holding structure of the Companies;

(ii) imparting better management focus, facilitating administrative convenience and ensuring optimum utilization of various resources of the Companies;

(iii) increasing efficiencies in management, control and administration of the affairs of the Companies;

(iv) enabling the Companies to focus on their core businesses;

(v) creating and enhancing stakeholders' value by unlocking the intrinsic value of its core businesses and listing of shares of Resulting Company; and

(vi) raising necessary resources for the respective businesses independently.

This Scheme is expected to be in the beneficial interest of the shareholders, lenders and employees of the Companies. This Scheme is not expected to be in any manner prejudicial to the interest of the concerned members, lenders, employees or general public at large.

D. Parts of the Scheme:

This Scheme is divided into the following parts:

i. Part 1: This part of the Scheme deals with definitions and capital structure of the Companies;

ii. Part 2: This part of the Scheme deals with transfer and vesting, legal proceedings, employees, consideration, accounting treatment etc. for demerger of Demerged Undertaking *(as defined hereinafter)* belonging to Demerged Company with and into Resulting Company; and

iii. Part 3: This part of the Scheme deals with general terms and conditions applicable to this Scheme.

PART 1

DEFINITIONS AND CAPITAL STRUCTURE OF THE COMPANIES

1. DEFINITIONS

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

1.1 **"Act"** means the Companies Act, 2013 and applicable rules made there under and includes any amendments, statutory re-enactments and modifications thereof for the time being in force;

1.2 **"Applicable Laws"** means any relevant statute, notification, by-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, schemes, notices, treaties, judgments, decree, approvals, orders or instructions enacted or issued or sanctioned by any Governmental and Registration Authority *(as defined hereinafter)*, having the force of law and as applicable to the Companies;

1.3 **"Appointed Date"** for the purpose of this Scheme means April 01, 2019 or such other date as the Hon'ble Tribunal *(as defined hereinafter)* may approve;

1.4 **"Board of Directors"** or "**Board**" means board of directors of respective Companies, as the case may be and shall, unless it is repugnant to the context or otherwise, include a committee of Directors or any person authorised by the Board of Directors or such committee of Directors;

1.5 **"Demerged Company"** shall have a meaning as ascribed to it under Recital B (i) of this Scheme above;

1.6 **"Demerged Undertaking"** means the Real Estate Business *(as defined hereinafter)* of the Demerged Company, comprising, inter-alia, of all the properties, assets, liabilities, permits licenses, registrations, approvals, contracts and employees, on a going concern basis, representing an undertaking in compliance with Explanation 1 to Section 2(19AA) of the IT Act *(as defined hereinafter)*, and includes:

(a) All the business, assets and properties of the Demerged Company as on the Appointed Date, belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business *(as defined hereinafter)* and shall include without limitation:

(i) all assets and properties wherever situated, whether immovable (specifically including the real estate assets situated at 7th Floor, DCM Building, 16 Barakhamba Road, New Delhi-110001 and property no. 9, 7th Avenue, Amitabh Bachchan Scheme situated at village Jaunapur, New Delhi-110053) or movable, leasehold or freehold, tangible or intangible, including all fixed and current assets, lands, buildings, warehouses, loans granted and advances, computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances and accessories, inventory, cash, cash equivalents, bank balances, stock-in-trade, advance payments for supply of goods and services including advances given for purchase of immovable properties and accounts receivables belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business *(as defined hereinafter)*;

(ii) all investments made by the Demerged Company in the equity share capital of Radhika Heights Limited *(as defined hereinafter)* including all rights and entitlements thereto and investments of Radhika Heights Limited *(as defined hereinafter)* in its subsidiaries, namely Cabana Construction Private Limited, Cabana Structures Limited, Nirmala Buildwell Private Limited, Nirmala Organic Farms Resorts Private Limited, Radicura Infra Limited and Sunanda Infra Limited;

(iii) all trademarks, trademark applications, trade names, patents, domain names, patent applications, designs, copyrights, trade secrets, goodwill, and other rights in intellectual property (whether owned, licensed or otherwise and whether registered or unregistered), if any belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business *(as defined hereinafter)* and all the rights and licenses attached thereto;

(iv) all rights and licenses (including any assignments and grants thereof); all consents, permits, registrations, clearances, or approvals under any Applicable Law, or contractual agreements or arrangements; all entitlements, other licenses, tenancies, investments and/ or interest (whether vested, contingent or otherwise); and all privileges and other claims, rights and benefits including rights of set-off, counter-claim, actionable claims, tax benefits and concessions, refunds / credits in connection with any direct or indirect tax, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests, in each case, belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business *(as defined hereinafter)*;

(v) all books, records, files, papers, governance templates, engineering and process information, records of standard operating procedures, software along with their licenses, manuals and back-up copies, quotations, sales and advertising materials, list of present and former customers, customer pricing information, and other data and records whether in physical or electronic form belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business *(as defined hereinafter)*; and

(vi) all employees of the Demerged Company engaged in the Real Estate Business *(as defined hereinafter)*, as identified by the Board of Directors of the Demerged Company, as on the Effective Date *(as defined hereinafter)*;

(b) All legal or other proceedings of whatsoever nature that pertain to the Real Estate Business *(as defined hereinafter)*;

(c) All present, future and specific liabilities which shall mean and include:

(i) all liabilities and obligations (including any guarantees) which solely arise out of the Real Estate Business *(as defined hereinafter)*;

(ii) all specific loans or borrowings raised, incurred and utilized solely for the Real Estate Business *(as defined hereinafter)*, if any;

(iii) so much of the amounts of the general or multipurpose borrowings of the Demerged Company, if any, allocable to the Real Estate Business *(as defined hereinafter)* as stand in the same proportion in which the value of the assets of the Demerged Undertaking transferred under this Scheme bears to the value of the assets of the Demerged Company immediately before the Appointed Date, as prescribed under section 2(19AA) of the IT Act *(as defined hereinafter)*.

Provided that, nothing in the Demerged Undertaking shall include any non-convertible debentures **("NCDs")** issued or to be issued by the Demerged Company or any liabilities relating thereto (either as an obligor, guarantor, security provider or otherwise) to India Resurgence Fund Scheme -1, India Resurgence Fund Scheme – 2 and Piramal Enterprises Limited *(hereinafter collectively referred to as the* ***"NCD Obligations"****)*. It is expressly clarified that, none of the NCD Obligations pertain or relate (either in whole or in part) to the Demerged Undertaking, or have been incurred as a result of, or for the purpose of, the Demerged Undertaking.

For the avoidance of doubt, it is hereby clarified that the Demerged Undertaking does not include any of the liabilities and obligations forming part of the Remaining Business *(as defined hereinafter)*.

Also, where there is any question as to the matter of whether any asset or liability belongs to, forms a part of, or relates, pertains or is attributable to the Demerged Undertaking, a unanimous decision of the Board of the Demerged Company on such matter prior to the Effective Date *(as defined hereinafter)* with due regard to the background and rationale of this Scheme will be determinative.

Schedule of the assets and liabilities of the Demerged Undertaking belonging to the Demerged Company as on the date of approval of this Scheme by the Board of Directors of respective Companies is set out in **Schedule-1**.

1.7 **"Effective Date"** means the date or last of the dates on which the certified copies of the order of Tribunal *(as defined hereinafter)*, under section 232 of the Act, sanctioning this Scheme, is filed by the respective Companies with RoC *(as defined hereinafter)*;

Provided that references in this Scheme to the date of "upon coming into effect of the Scheme" or "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean Effective Date;

1.8 **"Governmental and Registration Authority"** means any relevant Central, State or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, quasi-judicial body, bureau or instrumentality thereof or arbitral body having jurisdiction over the Companies;

1.9 **"IT Act"** means the Income Tax Act, 1961 and the rules made thereunder and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;

1.10 **"Listing Regulations"** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force as applicable to the Scheme;

1.11 **"Radhika Heights Limited"** means Radhika Heights Limited which is a public limited company incorporated under the provisions of Companies Act, 1956 on May 24, 1995 bearing CIN U74899PB1995PLC045879 and having its registered office situated in the State of Punjab at Ground Floor, PDS Block, Ambala-Chandigarh Highway, Lalru-140501;

1.12 **"Real Estate Business"** means the business carried on by the Demerged Company by and through the assets, properties, investments, liabilities, loans, borrowings etc. together comprising the Demerged Undertaking;

1.13 **"Record Date"** means a date to be fixed by the respective Board of the Demerged Company and Resulting Company in respect of allotment/ issuance of shares to the shareholders of Demerged Company as consideration for the transfer and vesting of Demerged Undertaking into the Resulting Company, which date shall not be later than 15 days from the last of the dates on which all the e-form INC 28 filed by the respective Companies is approved by the RoC *(as defined hereinafter)*.

1.14 **"Remaining Business"** or **"Remaining Undertaking"** means all business undertakings of the Demerged Company other than the Demerged Undertaking;

1.15 **"Resulting Company"** shall have a meaning as ascribed to it under Recital B(ii) of this Scheme;

1.16 **"RoC" or "Registrar of Companies"** means the Registrar of Companies for Punjab at Chandigarh;

1.17 **"Scheme"** means this scheme of arrangement in its present form as submitted to the Tribunal *(as defined hereinafter)* or this Scheme with such modification(s), if any, as may be directed by members and/or creditors of respective Companies or such modifications(s) as may be imposed by any Governmental and Registration Authority and accepted by Board of Companies and/or directed to be made by the Tribunal while sanctioning the Scheme;

1.18 **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

1.19 **"SEBI Circulars"** means Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017 and CFD/DIL3/CIR/2018/2 dated January 3, 2018 each issued by SEBI, as amended, substituted or replaced from time to time;

1.20 **"Stock Exchanges"** means BSE Limited and National Stock Exchange of India Ltd. referred collectively; and

1.21 **"Tribunal"** means the Hon'ble Chandigarh Bench of National Company Law Tribunal or such other Court/Tribunal/ any other authority having jurisdiction over Companies involved in the Scheme, depending on the context and applicability.

2. INTERPRETATION

Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and if not defined therein then under the relevant Applicable Laws. In this Scheme, unless the context otherwise requires:

(i) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

(ii) heading, sub-heading and bold typeface are only for convenience and shall not affect the construction or interpretation of this Scheme;

(iii) the term "Clause" refers to the specified clause of this Scheme;

(iv) references to one gender includes all genders;

(v) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(vi) words denoting singular shall include the plural and vice versa;

(vii) reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to a legal provision shall include any subordinate legislation made from time to time under such a statutory provision;

(viii) unless otherwise defined, the reference to the word "days" shall mean calendar days; and

(ix) references to dates and times shall be construed to be references to Indian dates and times.

3. SHARE CAPITAL OF THE COMPANIES

3.1. The share capital of the Demerged Company as at April 30, 2019 is as under:

Authorized Share Capital	**Amount (in Rs.)**
12,50,00,000 equity shares of Re.1/- each	12,50,00,000
11,00,00,000 preference shares of Rs. 10/- each	1,10,00,00,000
Total	**1,22,50,00,000**
Issued, Subscribed and paid-up capital	
6,12,50,746 equity shares of Re.1/- each	6,12,50,746
1,63,00,000 0.5% cumulative non-convertible and non-participating Redeemable Preference Shares of Rs. 10/- each	16,30,00,000
Total	**22,42,50,746**

3.2. The share capital of the Resulting Company as at April 30, 2019 is as under:

Authorized Share Capital	**Amount (in Rs.)**
10,00,000 equity shares of Re.1/- each	10,00,000
Total	**10,00,000**
Issued, Subscribed and paid-up capital	
1,00,000 equity shares of Re.1/- each	1,00,000
Total	**1,00,000**

Subsequent to April 30, 2019 and till the date of approval of this Scheme by the respective Board of the Companies on May 30, 2019, there has been no change in the position of authorized, issued subscribed and paid up share capital of any of the Companies.

3.3. It is expressly clarified that until this Scheme becomes effective, Companies are free to alter their authorized, issued, subscribed and paid up share capital as may be required for their respective business requirements, subject to the necessary approvals from their respective Boards and shareholders, if required.

PART-2

TRANSFER AND VESTING, LEGAL PROCEEDINGS, EMPLOYEES, CONSIDERATION, ACCOUNTING TREATMENT ETC. FOR DEMERGER OF DEMERGED UNDERTAKING OF DEMERGED COMPANY WITH AND INTO RESULTING COMPANY

4. TRANSFER AND VESTING

4.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the Demerged Undertaking of the Demerged Company shall be transferred to and vested in the Resulting Company in the following manner:

(a) The whole of the Demerged Undertaking of the Demerged Company as defined in Clause 1.6, shall under the provisions of Section 230 to 232 and all other applicable provisions, if any of the Act, and pursuant to the order of Hon'ble Tribunal sanctioning the Scheme and without any further act, instrument or deed, be demerged from, transferred to and vested in or be deemed to have been demerged from, transferred to and vested in the Resulting Company as a going concern as and from the Appointed Date.

(b) This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the IT Act. If any terms or provisions of this Scheme are found to be interpreted or inconsistent with the said provisions at a later date including resulting from amendment of any law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect the remaining parts of the Scheme.

5. TRANSFER OF ASSETS

5.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the assets of the Demerged Undertaking of the Demerged Company shall stand transferred and vested in the Resulting Company in the following manner:

(a) In respect of such of the assets of the Demerged Undertaking as are movable in nature including investments made by the Demerged Company in the equity share capital of Radhika Heights Limited and investments of Radhika Heights Limited in its subsidiaries or otherwise capable of being transferred by physical delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed, instrument or conveyance for the same and shall become the property of the Resulting Company as and from the Appointed Date.

(b) In respect of the properties other than those referred to in Clause 5.1 (a), including but not limited to all immovable properties, assets and rights, whether freehold or leasehold or licensed or otherwise and all the documents of title, rights and easement in relation thereto, shall pursuant to the provisions of section 230 to 232 of the Act and pursuant to the order of the Hon'ble Tribunal sanctioning this Scheme, be transferred by the Demerged Company, without any act, deed, instrument or payment of any fee, charge or securities for the same and shall become the property of the Resulting Company as and from the Appointed Date.

(c) Without prejudice to the generality of the foregoing, with effect from Effective Date, all permits, quotas, licenses, registrations, agreements, consents, rights and entitlements and other statutory permissions including but not limited to electricity connections, water supply connections, permits for generators and DG sets availed or granted by the Demerged Company ***("Said Rights and Interest")***, shall stand transferred to the Resulting Company as if the Said Rights and Interest were originally availed or granted by the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company. It shall be deemed that all fee(s), charge(s) etc. paid by the Demerged Company on such Said Rights and Interest shall be deemed to have been paid by the Resulting Company.

It is expressly clarified that the Resulting Company shall file all necessary applications with Governmental and Registration Authority(ies) in this regard and the concerned Governmental and Registration Authority(ies) shall make necessary amendments in their records.

(d) It is hereby provided that all documents executed and/or filed including but not limited to documents related to charges, encumbrance or right, if any, whether or not registered with any Governmental and Registration Authority *(including RoC)* or any other obligations of the Demerged Undertaking belonging to Demerged Company, shall be deemed to have been executed and/or filed and/or registered in the name of Resulting Company, and the Resulting Company shall not be required to execute and/or perform any further act, instrument or deed in this regard separately.

(e) It is further provided that until the names of the bank accounts of Demerged Company which are pertaining to Demerged Undertaking are replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the existing bank accounts of the Demerged Company, insofar, as may be necessary.

(f) Resulting Company shall be entitled to the benefit of all insurance policies which have been issued in respect of Demerged Company pertaining to the Demerged Undertaking, if any, and the name of Resulting Company shall be substituted as "Insured" in the policies as if Resulting Company was initially a party thereto.

(g) Such of the assets pertaining to the Demerged Undertaking which are acquired by Demerged Company on or after the Appointed Date but prior to the Effective Date, shall also be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Resulting Company as a part of transfer of the Demerged Undertaking so as to become the assets of Resulting Company on and from the Appointed Date.

6. TRANSFER OF LIABILITIES

6.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the liabilities of Demerged Undertaking shall be transferred / dealt with in the following manner:

(a) all liabilities and obligations of the Demerged Company which arose out of the Demerged Undertaking, if any, and to the extent they are outstanding on the Effective Date shall, without any further act or deed be transferred to the Resulting Company and shall thereupon become the liabilities and obligations of the Resulting Company, which the Resulting Company undertakes to meet, discharge and satisfy to the exclusion of the Demerged Company.

(b) all liabilities including loans and borrowings present, future and contingent liabilities and obligations, if any, of the Demerged Company allocable or pertaining to the Demerged Undertaking, including guarantees, if any, in respect of borrowings pertaining to or relatable to the Demerged Undertaking, shall without any further act or deed, become liabilities, loans and borrowings of the Resulting Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings.

(c) Upon coming into effect of this Scheme and with effect from the Effective Date, if there are any general or multipurpose borrowings in the books of account of the Demerged Company, so much of the amount of the general or multipurpose borrowings, as standing in the same proportion in which the value of the assets transferred pursuant to the Scheme bears to the total value of the assets of the Demerged Company immediately before the demerger (as specified under Section 2(19AA) of the IT Act), shall stand transferred to the Resulting Company pursuant to the Scheme.

(d) Subject to the provisions of this clause and from the Effective Date, the Resulting Company alone shall be liable to perform all obligations in respect of the liabilities pertaining to the Demerged Undertaking, if any, as the borrower/issuer thereof and the Demerged Company shall not have any obligation in respect of such liabilities.

(e) The provisions of this clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue of any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

7. LEGAL PROCEEDINGS

7.1. Upon coming into effect of this Scheme, all suits, actions and other proceedings including legal, taxation, arbitration, mediation and conciliation proceedings before any statutory or governmental authority or quasi-judicial authority or tribunal or any court or arbitral body, if any, by or against the Demerged Company pertaining to the business of Demerged Undertaking pending and/or arising on or before Effective Date shall be continued and/or be enforced by or against the Resulting Company as effectually and in the same manner and extent as if the same has been instituted and/or pending and/or arising by or against the Resulting Company.

7.2. It is expressly specified that the Resulting Company undertakes to have all legal, taxation or other proceedings pertaining to Demerged Undertaking initiated by or against Demerged Company referred to in Clause 7.1 above, transferred to its name and shall have the same continued, prosecuted and enforced in its name. The Resulting Company shall make relevant applications and take steps as may be required in this regard.

8. INTER COMPANY TRANSACTIONS

8.1. Without prejudice to any provisions of this Scheme, upon the Scheme becoming effective and with effect from Appointed Date, all inter-company transactions between Demerged Company pertaining to Demerged Undertaking and Resulting Company including but not limited to:

(a) any loans, advances and other obligations *(including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form),* which are due or outstanding pertaining to the Demerged Undertaking or which may at any time in future become due between Demerged Company and Resulting Company; or

(b) any other agreement/memorandum of understanding, executed between Demerged Company pertaining to the Demerged Undertaking and the Resulting Company, other than the debt subordination agreement dated April 6, 2019 executed by and among Radhika Heights Limited, Demerged Company and others and the set-off and assignment agreement dated April 6, 2019 executed by and between the Demerged Company and Radhika Heights Limited; or

(c) all investments made by the Demerged Company in the equity share capital of the Resulting Company;
shall stand cancelled, extinguished and be of no effect as on Effective Date and the Demerged Company and the Resulting Company shall have no further obligation outstanding in that behalf.

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

9.1. Subject to other provisions contained in this Scheme, all contracts, deeds, understandings, bonds, guarantees, agreements, instruments and writings and benefits of whatsoever nature pertaining to Demerged Undertaking to which Demerged Company is a party and is subsisting or having effect as on the Effective Date, shall upon coming into effect of this Scheme, shall remain in full force and effect against or in favor of the Resulting Company and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto or beneficiary or obligee thereto or thereunder.

9.2. Without prejudice to the generality of the foregoing, it is clarified that upon this Scheme becoming effective and with effect from Appointed Date, all consents, agreements, permissions, all statutory or regulatory licences, contractual licenses, certificates availed by or executed in favor of Demerged Company and which are pertaining to the Demerged Undertaking or any instrument of whatsoever nature including various incentives, subsidies, schemes, special status and other benefits or privileges pertaining to Demerged Undertaking granted by any Governmental and Registration Authorities or by any other person and enjoyed or availed by the Demerged Company shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favor of the Resulting Company and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company. Insofar as the various incentives, subsidies, schemes, special status and other benefits or privileges pertaining to the Demerged Undertaking granted by any Governmental or Registration Authorities or by any other person, or availed by the Demerged Company are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions as applicable to the Demerged Company as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.

9.3. Upon the Scheme becoming effective, all resolutions pertaining to Demerged Undertaking of Demerged Company which are valid and subsisting as on Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company and if any such resolutions have any upper monetary or any other limits imposed under provisions of the Act, then the said limits shall apply mutatis mutandis to such resolutions (provided such limit is higher than that of limits imposed on the Resulting Company) and shall constitute the aggregate of the said limits in Resulting Company. Further, the Resulting Company shall, in its own right, be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking of the Demerged Company.

10. STAFF & EMPLOYEES

10.1. Upon the Scheme becoming effective, all the staff & employees, if any, of the Demerged Company, who are a part of the Demerged Undertaking (**"Employees"**), shall stand transferred to the Resulting Company, on terms and conditions which are not less favorable than those on which they were engaged by the Demerged Company *(including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits)* without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.

10.2. It is expressly provided that as far as provident fund, employee state insurance plan scheme, gratuity scheme/trusts, leave encashment, superannuation scheme, compensated absences, health insurance benefits / schemes, unavailed leave scheme or any other special scheme(s) or fund(s) or trust(s), provisions for benefits created or existing, if any, for the benefit of the Employees belonging to the Demerged Company are concerned, upon coming into effect of the Scheme, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever, related to administration or operation of such scheme(s) or fund(s) or trust(s) to the end and intent that all rights, duties, powers and obligation(s) of the Demerged Company in relation to such scheme(s) or fund(s) or trust(s) shall become those of the Resulting Company.

10.3. The Resulting Company agrees that the services of all the Employees with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purpose of benefits to which the said Employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly be reckoned therefore from the date of their respective appointment in the Demerged Company.

10.4. Demerged Company will transfer/handover to Resulting Company, copies of employment information of all such transferred employees of Demerged Undertaking, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

10.5. The contributions made by Demerged Company under Applicable Laws in connection with the employees of the Demerged Undertaking of Demerged Company, to the funds, for the period after the Appointed Date shall be deemed to be contributions made by Resulting Company.

11. TREATMENT OF TAXES

11.1. Upon the Scheme becoming effective and with effect from the Appointed Date, all the taxes, duties, cess payable by the Demerged Company *(including under the IT Act or any other Applicable Laws)* pertaining to the Demerged Undertaking including but not limited to GST, advance taxes, TDS, refunds, claims or interest thereon, if any, shall for all purpose, be treated as GST, advance taxes, TDS, refunds, claims or interest of the Resulting Company.

11.2. Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company is expressly, permitted to revise and file returns pertaining to the Demerged Undertaking belonging to Demerged Company, including but not limited to income tax returns, TDS return, sales tax/value added tax returns, excise return, service tax returns, GST returns and other tax returns filed with the Governmental and Registration Authority.

11.3. All expenses incurred by the Demerged Company under Section 43B of the IT Act, in relation and pertaining to the Demerged Undertaking, shall be claimed as a deduction by the Resulting Company and the transfer of the Demerged Undertaking shall be considered as succession of business by the Resulting Company.

11.4. All the expenses incurred by the Demerged Company and the Resulting Company in relation to the Scheme, including stamp duty expenses, if any, shall be allowed as deduction to each of the Demerged Company and the Resulting Company in accordance with Section 35DD of the IT Act.

12. SAVING OF THE CONCLUDED TRANSACTIONS

12.1. All the liabilities pertaining to the Demerged Undertaking raised, used, incurred, discharged or undertaken by the Demerged Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred, discharged or undertaken for and on behalf of the Resulting Company to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and pursuant to provisions of section 232 and any other applicable provisions of the Act, shall without any further act, instrument or deed be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Resulting Company and shall become liabilities of the Resulting Company.

12.2. Without prejudice to anything mentioned above or anything contained in this Scheme, transfer and vesting of the Demerged Undertaking of the Demerged Company as per this Scheme shall not affect any transactions or proceedings already concluded by the Demerged Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds, matters and things made, done and executed by Demerged Company as acts, deeds, matters and things made, done and executed by or on behalf of Resulting Company.

13. CONSIDERATION

13.1. Upon coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking and transfer and vesting thereof with the Resulting Company, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot the equity shares and preference shares at par on a proportionate basis to each member of the Demerged Company whose name is recorded in the register of members of the Demerged Company as holding equity shares and preference shares on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Demerged Company in the following proportion:

(a) For every 1 (one) equity shares of face value of Re. 1/- each held in the Demerged Company, as on the Record Date, every equity shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 1 (One) equity share of face value of Re. 1/- each of the Resulting Company, credited as fully paid-up. The allotment of equity shares of the Resulting Company shall be in the same ratio as aforesaid to all shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme; and

(b) for every 100 (One Hundred) 0.5% cumulative non-convertible and non-participating preference shares of face value of Rs.10/- each held in the Demerged Company, as on the Record Date, every preference shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 1 (One) preference share of face value of Rs. 10/- each of the Resulting Company, credited as fully paid-up. The allotment of preference shares of the Resulting Company shall be in the same ratio as aforesaid to all preference shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme.

Provided that the equity shares and preference shares to be issued pursuant to the Scheme to overseas corporate bodies or any other non-residents shall be undertaken only after receipt of necessary approvals (if and as applicable) from Governmental and Registration Authorities.

The preference shares to be issued by the Resulting Company are in the nature of cumulative non-convertible non-participating redeemable preference shares. Terms and conditions for issue of preference shares by the Resulting Company are set forth in **Schedule-2** hereto.

13.2. Ms. Megha Mittal, Registered Valuer, Regn. No. IBBI/RV/05/2019/11632, has issued the report on the aforementioned share entitlement ratio. M/s SPA Capital Advisors Ltd., Category-I, Merchant Banker, has provided its fairness opinion on the aforesaid share entitlement ratio. The aforesaid share entitlement ratio and fairness opinion have been duly considered by the Board of the Demerged Company and the Resulting Company;

13.3. In case any member's holding in the Demerged Company is such that the member becomes entitled to a fraction of an equity share or a preference share of the Resulting Company in terms of Clause 13.1 above, the Resulting Company shall not issue fractional equity shares or preference shares to such member(s) but shall instead consolidate all such fractional entitlements to which such member(s) of the Demerged Company may be entitled on the issue and allotment of the equity shares and preference shares of the Resulting Company, and thereupon the Resulting Company shall issue and allot the consolidated number of equity shares and preference shares to a trustee nominated by the Demerged Company and the Resulting Company in that behalf. The trustee shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

13.4. The equity shares and preference shares to be issued and allotted by the Resulting Company in terms of this Scheme shall be subject to the provisions of Memorandum and Articles of Association of the Resulting Company and shall rank pari-passu for dividend, voting rights and for all other benefits and in all other respects;

13.5. The issue and allotment of equity shares and preference shares, pursuant to Clause 13.1 above is an integral part of this Scheme. The approval of this Scheme by the members of the Resulting Company shall be deemed to be due compliance with section 42, 55, 62(1)(c) of the Act and other applicable provisions of the Act;

13.6. The equity shares and preference shares shall be issued in dematerialized form to the shareholders of the Demerged Company. The shareholders of the Demerged Company shall be required to provide details as required thereof by the Resulting Company for such issuance of shares in dematerialized form;

13.7. The Resulting Company shall apply for listing of its equity shares including those issued in terms of Clause 13.1 on Stock Exchanges immediately after receipt of the order of Tribunal as per applicable provisions of SEBI Circulars. The Resulting Company shall ensure that steps for listing of equity shares issued in terms of Clause 13.1 of this Scheme are completed and trading in such equity shares commences within sixty days of receipt of the order of the Tribunal, simultaneously on all the Stock Exchanges;

13.8. The equity shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange;

13.9. There shall be no change in the equity shareholding pattern of the Resulting Company between the Record Date and the listing which may affect the status of the approval of the Stock Exchanges; and

13.10. The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the Stock Exchanges.

14. REDUCTION OF SHARE CAPITAL OF RESULTING COMPANY AND DEMERGED COMPANY

14.1. Simultaneous with the issue and allotment of new shares by Resulting Company to the shareholders of Demerged Company, in accordance with Clause 13 of the Scheme, in books of the Resulting Company, all the equity shares held by the Demerged Company along with its nominees in the equity share capital of the Resulting Company shall stand cancelled, extinguished and annulled, without any further act, instrument or deed. Such cancellation of share capital of the Resulting Company shall be effected as a part of the Scheme itself and not in accordance with Section 66 of the Act. The order of NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction and no separate sanction under Section 66 of the Act shall be necessary.

14.2. Upon the Scheme coming into effect, the issued, subscribed and paid up preference share capital of the Demerged Company shall stand reduced from the present Rs. 16,30,00,000/- divided into 1,63,00,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up to Rs. 16,13,70,000/- divided into 1,61,37,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up, on a proportionate basis and the issued, subscribed and paid up preference share capital of the Demerged Company to the extent of Rs. 16,30,000/- divided into 1,63,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up shall stand cancelled, extinguished and annulled, without any further act, instrument or deed. The cancellation of issued, subscribed and paid up preference share capital in the Demerged Company will lead to reduction in share capital of the Demerged Company and the same shall be effected as an integral part of the Scheme itself and no separate procedure under Section 66 of the Act shall be separately followed. Consequently, all rights of the preference shareholders in the preference shares of the Demerged Company so cancelled shall also stand abated.

15. INCREASE OF AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY

15.1. Upon the Scheme becoming effective, the Authorized Share Capital of the Resulting Company shall be classified into equity share capital and preference share capital. The authorized preference share capital of the Demerged Company to the extent of Rs. 16,30,000/- will get transferred to the Resulting Company and accordingly, the authorized preference share capital of the Resulting Company shall stand increased by Rs. 16,30,000/- on the Effective Date.

15.2. Upon this Scheme becoming effective and before issuance of shares in terms of Clause 13 of this Scheme, the Resulting Company shall increase its authorized equity share capital and authorized preference share capital so as to be sufficient to issue equity shares and preference shares to the shareholders of the Demerged Company.

In pursuance to Clause 15.1 and 15.2 of this Scheme, Clause V of the memorandum of association of the Resulting Company shall stand modified.

15.3. Pursuant to Clause 15.1 of this Scheme, the authorized preference share capital of the Demerged Company shall automatically stand reduced to Rs. 1,09,83,70,000/-, as on the Effective Date, without any further, act, deed, instrument or thing. Accordingly, Clause V of the memorandum of association of the Demerged Company shall stand modified.

15.4. It is hereby clarified that the Resulting Company shall pay the prescribed fee to the RoC on increase in its authorized share capital as stated in Clause 15.1 of this Scheme after claiming set off of fee already paid by the Demerged Company on its authorized share capital in terms of section 232(3)(i) of the Act read with section 233(11) and 233(12) of the Act, if required. The Resulting Company shall pay the prescribed fee to the RoC on increase in its authorized share capital as stated in Clause 15.2 of this Scheme. It is further clarified that the consent of the Board of Directors and shareholders of the Demerged Company and the Resulting Company to the Scheme shall be sufficient for purposes of effecting amendment in the memorandum of association and articles of association of the Demerged Company and Resulting Company, respectively and that no further resolution under Sections 13, 14 and 61 of the Act or any other applicable provisions of the Act would be required to be separately passed. However, the Demerged company and Resulting Company shall file relevant e-forms with the RoC and amended copy of their memorandum of association and articles of association within a period of 30 (thirty) days from the Effective Date and the RoC shall take the same on record.

16. REMAINING BUSINESS

16.1. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.

16.2. All legal and other proceedings whether civil, criminal or tax *(including before any statutory and governmental authority or quasi- judicial authority or tribunal)* by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business *(including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business)* shall be continued and enforced by or against the Demerged Company, which shall keep the Resulting Company fully indemnified in that regard. The Resulting Company shall in no event be responsible or liable in relation to any such legal, tax or other proceeding against the Demerged Company, which relate to the Remaining Business.

17. ACCOUNTING TREATMENT

17.1. The Demerged Company and Resulting Company shall account for the Scheme in their respective books/financial statements in accordance with applicable Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time including as provided herein below:

17.2. **In the books of the Demerged Company**

(a) All the assets, liabilities and reserves pertaining to the Demerged Undertaking, which cease to be the assets, liabilities and reserves of the Demerged Company, will be reduced from the books of accounts of the Demerged Company at their respective book values, as appearing immediately before the Appointed Date.

(b) By virtue of the reduction in equity share capital specified under Clause 14, the book value of the equity shares in the Resulting Company appearing as investment in the books of the Demerged Company shall stand cancelled.

(c) The preference share capital of the Demerged Company as on the Appointed Date shall stand cancelled and extinguished, to the extent of Rs. 16,30,000/- represented by 1,63,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each.

(d) The difference if any, between the value of assets of the Demerged Undertaking and the aggregate of the book values of the liabilities and reserves of the Demerged Undertaking, the amount of investments cancelled under Clause 17.2 (b) above and the amount of preference share capital reduced under Clause 14.2 read with 17.2 (c) shall be transferred to the Capital Reserve Account.

17.3. **In the books of the Resulting Company**

(a) The Resulting Company shall record the assets, liabilities and reserves pertaining to the Demerged Undertaking vested in it pursuant to this Scheme, at the respective book values as appearing in the books of the Demerged Company, immediately before the Appointed Date.

(b) The Resulting Company shall credit to the Share Capital Account, in the books of accounts, the aggregate face value of the new equity and preference shares issued by it to the shareholders of the Demerged Company, pursuant to Clause 13 of this Scheme.

(c) The difference if any, between the value of assets of the Demerged Undertaking (as recorded pursuant to (a) above) and the aggregate of the book values of the liabilities and reserves of the Demerged Undertaking, the amount credited to the share capital account pursuant to Clause 13 above, after taking into effect the amount of share capital as reduced under Clause 14.1 above shall be transferred to the Capital Reserve Account in the books of the Resulting Company.

(d) If considered appropriate for the purpose of application of uniform accounting policies and method or for compliance with the applicable accounting standards, the Resulting Company may make suitable adjustment to the accounting treatment and adjust the effect thereof in the manner determined by the Board of the Resulting Company.

18. DIVIDEND

18.1. With effect from Appointed Date and up to and including Effective Date, the Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period(s) prior to Effective Date.

18.2. Until this Scheme becomes effective, shareholders of the Demerged Company and the Resulting Company shall continue to enjoy their existing rights under respective articles of association of such companies including their right to receive dividend.

18.3. It is however clarified that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any shareholder of abovementioned companies to demand or claim any dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Companies and subject, wherever necessary, to the approval of the shareholders of Companies, respectively.

19. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

19.1. With effect from the date of approval of the Scheme by the respective Boards of the Companies and up to and including the Effective Date:

(a) The Demerged Company with respect to the Demerged Undertaking shall carry on the business with reasonable diligence and business prudence and in the same manner as the Demerged Company had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets with respect to the Demerged Undertaking, except in case:

i. such action is expressly provided in this Scheme; or

ii. such action is in the ordinary course of business; or

iii. written consent of Resulting Company has been obtained in relation to such action.

(b) The Demerged Company with respect to Demerged Undertaking shall not alter or substantially expand its Real Estate Business or undertake:

i. any material decision in relation to Real Estate Business and affairs and operations other than that in the ordinary course of business;

ii. any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and

iii. any new business or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business, except with the written consent of Resulting Company, as the case may be.

(c) The Demerged Company in relation to the Demerged Undertaking, shall not:

i. except in the ordinary course of business, waive, defer or release any rights that the Demerged Company may have against any person or any obligations that a person may have towards the Demerged Company; and

ii. commence or settle any litigation, dispute or claim which involves any amount in excess of Rs. 5,00,000/- (Rupees Five Lakhs) or admit any liability in any litigation, dispute or claim where such liability corresponds to any amount in excess of Rs. 5,00,000/- (Rupees Five Lakhs).

The Demerged Company shall take all necessary and reasonable actions and omissions to ensure that the board of directors of Radhika Heights Limited includes Mr. Ashwani Jain, Mr. Sumit Jain, Ms. Meenu Parti, Mr. Namdeo Narayan Khamitkar, Mr. Raghava Lakshmi Narsasimhan, Mr. Shagun Jain, Mr. Ajay Chadha and Ms. Radhika Jain, unless appointment of such persons is restricted, or is not in compliance with Applicable Laws.

(d) The Demerged Company with respect to the Demerged Undertaking shall not vary the terms and conditions of employment of any of their employees without the written consent of Resulting Company, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the respective Demerged Company; and

(e) Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to the Governmental and Registration Authority concerned as necessary under Applicable Law for such consents, approvals and sanctions which Resulting Company may require to carry on the business of the Demerged Undertaking and to give effect to the Scheme.

(f) The Demerged Company shall not create any encumbrance on the Demerged Undertaking or on any of the assets of Radhika Heights Limited or the shares or assets of its subsidiaries, in any manner whatsoever except as mutually agreed otherwise between the Companies and other than the following assets: (i) built-up area admeasuring 6,932 square feet at 7th Floor, DCM Building, 16, Barakhamba Road, New Delhi 110001 with eight car parking space (i.e. 4 in Upper Basement and 4 in Lower Basement) and 11 scooter parking spaces **("Encumbered Asset 1")**; (ii) land admeasuring 12 Bighas and 19 Biswas (2.5 acres) along with built-up area admeasuring around 12,532 sq. ft. at ground and first floor situated in Village Jonapur, Gadaipur, Bandh Road, Tehsil Hauz Khas, New Delhi **("Encumbered Asset 2")**; and (iii) 100% equity shares of Radhika Heights Limited **("Encumbered Asset 3")**.

(g) All encumbrances on the Encumbered Asset 1 and the Encumbered Asset 2 shall be released on or before the Effective Date. All encumbrances on the Encumbered Asset 3 shall be released on or before the Effective Date, unless the pledge over the Encumbered Asset 3 is invoked on or before the Effective Date pursuant to the terms of any agreement executed or to be executed by inter-alia the Demerged Company.

(h) The Demerged Company hereby undertakes to indemnify the Resulting Company, Radhika Heights Limited and its subsidiaries in respect of any claim/proceedings/loss arising on the Resulting Company, Radhika Heights Limited and its subsidiaries by any third party which pertains to (i) Encumbered Asset 1, Encumbered Asset 2 and any other encumbrance created on the assets of the Demerged Undertaking as agreed mutually between the Demerged Company and the Resulting Company, however the Demerged Company shall not be liable to indemnify the Resulting Company, Radhika Heights Limited or its subsidiaries, in relation to Encumbered Asset 3; and (ii) the Remaining Business of the Demerged Company.

(i) The Demerged Company hereby undertakes to implement the Scheme in compliance with the provisions of Applicable Laws and take all reasonable actions/omissions to ensure a timely implementation of the Scheme.

(j) The Resulting Company hereby undertakes to indemnify the Demerged Company in respect of any claim/proceedings arising on the Demerged Company which pertains to the business of the Demerged Undertaking.

19.2. For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, Resulting Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the demerger of the Demerged Undertaking, in accordance with the provisions of Sections 230 to 232 of the Act.

19.3. Resulting Company shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme.

19.4. For the purpose of giving effect to the vesting order passed by the Tribunal under Section 232 of the Act in respect of this Scheme, Resulting Company shall be entitled to exercise all rights and privileges in relation to or applicable to all immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties which shall be made and duly recorded by the Governmental and Registration Authority in favour of Resulting Company, as the case may be, pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by Resulting Company. It is clarified that Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution. It is further clarified that all the expenses, taxes, charges and costs relating to immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties shall be paid by the Resulting Company.

20. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, from the date of approval of the Scheme by the respective Boards of the Companies and up to and including the Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Governmental and Registration Authority, regulatory bodies or otherwise, in favour of Resulting Company, Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it was the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Governmental and Registration Authority and till such time as may be mutually agreed by Companies, Demerged Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of Resulting Company.

21. ENCUMBRANCES

21.1. Notwithstanding anything contained in this Scheme or anywhere else, on and with effect from the Effective Date, the transfer and vesting of the Demerged Undertaking under Clause 4 above shall be free from any encumbrances, except as provided in Clause 19.1 (g).

21.2. Insofar as the assets pertaining to the Demerged Undertaking or Radhika Heights Limited or any of its subsidiaries are concerned, the existing securities, mortgages, charges, encumbrances or liens, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings of taken by the Demerged Company, shall, without any further act, instrument or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities retained in the Demerged Company upon the Scheme becoming effective. It is hereby clarified that upon the Scheme becoming effective, the creditors of the Demerged Company related to the Demerged Undertaking and/or other security holders over the properties of the Demerged Undertaking or Radhika Heights Limited or any of its subsidiaries shall not be entitled to any additional security over the properties, assets, rights, benefits and interests of the Demerged Undertaking as well as the Resulting Company. Hence, such properties, assets, rights, benefits and interests of the Demerged Company related to the Demerged Undertaking and/or that of Resulting Company, as the case may be, which are not encumbered as on the Effective Date shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resulting Company.

21.3. Insofar as the assets retained in the Demerged Company are concerned, the security over such assets, to the extent they relate to the liabilities transferred under Clause 5 above, shall, without any further act, instrument or deed, be released and discharged from such security. The absence of any formal amendment which may be required by a lender or a third party in order to effect such release shall not affect the operation of the foregoing sentence.

21.4. It is clarified that insofar assets pertaining to the Demerged Undertaking of the Demerged Company are concerned, the existing securities, mortgages, charges, encumbrances or liens, if any, over the assets or any part thereof, if any, relating to the liabilities pertaining to the Demerged Undertaking of the Demerged Company, shall, without any further act, instrument or deed, continue to relate to such assets after Effective Date in Demerged Company and shall not extend to any other assets of Resulting Company.

21.5. Without prejudice to the foregoing provisions, Resulting Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

21.6. The provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed, document or writing or the terms of sanction or issue or any security document; all of which instruments, deeds, documents or writings shall stand modified and/or superseded by the foregoing provisions.

PART – III

GENERAL TERMS AND CONDITIONS

22. APPLICATION TO TRIBUNAL

The Companies shall, with all reasonable dispatch, make necessary application(s)/petition(s) under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act to the Tribunal for seeking sanction of this Scheme.

23. MODIFICATION OR AMENDMENT TO THE SCHEME

23.1. The Board of Directors of the Demerged Company and the Resulting Company in their full and absolute discretion, with the unanimous consent of the respective Boards, and as mutually agreed in writing, may:

(a) assent to any alteration(s) or modification(s) to this Scheme which the Tribunal and/or any other Governmental and Registration Authority may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme.

(b) give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to any of those (to the extent permissible under law);

(c) modify or vary the respective parts of the Scheme prior to the Effective Date in any manner at any time;

(d) in case the Scheme, are found to be unworkable for any reasons whatsoever, make such consequential changes in the Scheme in such manner, as is considered appropriate or necessary;

(e) determine whether any asset, liability, employee, legal or other proceedings pertains to the Demerged Company and/or the Resulting Company and/or Demerged Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

23.2. Further, it is clarified that the initial consent of the shareholders and creditors *(both secured and unsecured)* of the Companies to this Scheme shall in itself be deemed to be sufficient to authorize the operation of clause (above) of this Scheme and any subsequent alteration would not require a fresh note of consent from such shareholders and creditors except in cases where modification or amendment in the Scheme has an material or adverse impact on the interest of the shareholders and/or creditors.

24. CONDITIONALITY OF THE SCHEME

24.1. This Scheme is and shall be conditional upon and subject to:

(a) The requisite consent, approval or permission from the Stock Exchanges and/or SEBI pursuant to Regulation 37 of the Listing Regulations read with SEBI Circulars and Regulation 11 and 94 of the Listing Regulations which by law or otherwise may be necessary for the implementation of this Scheme in compliance with the provisions of SEBI Circulars;

(b) The approval of the Scheme by the respective requisite majorities in number and value of the shareholders and/or creditors (where applicable) of the Companies in accordance with Section 230 to 232 of the Act;

(c) The Scheme being sanctioned by the Tribunal in terms of Sections 230 to 232 and other relevant provisions of the Act and the requisite orders of the Tribunal; and

(d) Certified copies of the orders of the Tribunal sanctioning this Scheme being filed by the Companies with the Registrar of Companies as per the provisions of the Act.

25. EFFECT OF NON-RECEIPT OF APPROVALS

25.1. In the event of any of the said sanctions and approvals referred in the Scheme not being obtained and/ or complied with and/or satisfied, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

25.2. In the event of revocation of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter se to Companies 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 as is specifically provided in the Scheme or in accordance with the Applicable Laws and in such case, each company shall bear its own costs unless otherwise mutually agreed.

25.3. The Board of Directors of the Companies shall not be entitled to withdraw this Scheme prior to the Effective Date, unless such withdrawal is unanimously approved by the Board of Directors of the respective Companies.

26. MISCELLANEOUS

In case any doubt or difference or issue arises between the Companies or any of their shareholders, creditors, employees or persons entitled to or claiming any right to any shares in any of the Companies, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled among the Board of the respective Companies, and the decision arrived at therein shall be final and binding on all concerned parties.

27. COST, CHARGES AND EXPENSES

27.1. Save and except as provided in the Scheme, the Demerged Company shall bear all costs and charges incurred in relation to filing of application, petition, affidavits etc. with the Hon'ble Tribunal, fees of legal counsels, consultants and professionals engaged by the Demerged Company in connection with the implementation of the Scheme and matters incidental thereto, any income tax liability in the hands of the Demerged Company pursuant to the Scheme.

27.2. Save and except as provided in the Scheme, the Resulting Company shall bear all costs incurred in relation to fees of legal counsels, consultants and professionals engaged by the Resulting Company, stamp duty payable on the order of Hon'ble Tribunal approving the Scheme, issue of shares to the shareholders of Demerged Company, stamp duty and registration charges on mutation of immovable properties belonging to the Demerged Undertaking, fee for increasing the authorized share capital of the Resulting Company and any income tax liability arising in the hands of Resulting Company, Radhika Heights Limited and its subsidiaries in connection with the implementation of the Scheme and matters incidental thereto.

SCHEDULE-1

Schedule of assets, liabilities and reserves of the Demerged Undertaking belonging to the Demerged Company as on the date of approval of this Scheme by the Board of Directors of respective Companies

Particulars	Amount (in Rs.)
ASSETS	
Non-Current Assets	
(a) Property, Plant and Equipment	31,85,50,378
(b) Financial Assets	
(i) Investment	3,38,56,49,080
Total Non-Current Assets	3,70,41,99,458
Current assets	
(a) Financial Assets	
(i) Loans	7,62,000
Total Current Assets	7,62,000
Total Assets	**3,70,49,61,458**
LIABILITIES	

Non-Current Liabilities	
(a) Provisions	1,14,55,746
Total Non-Current Liabilities	1,14,55,746
Current Liabilities	
(a) Financial Liabilities	
(i) Trade payables	53,37,775
(ii) Other Current liabilities	2,137
Total Current Liabilities	53,39,912
Total Liabilities	**1,67,95,658**
RESERVES AND SURPLUS	
Retained Earnings	18,13,33,156
Capital Reserve	3,50,68,32,644
Total Reserves and Surplus	**3,68,81,65,800**

SCHEDULE-2

Terms and conditions for issue of preference shares by the Resulting Company

Particulars	**Terms and conditions**
Issue price	Preference shares of face value of Rs. 10/- each will be issued at par.
Nature of preference shares	Cumulative, non-convertible, non-participating and redeemable preference shares.
Dividend rate	0.5% per annum on paid up value of preference shares on cumulative basis, if declared, would be payable on a pro rata basis from the date of allotment.
Payment of dividend	The preference shares will qualify for preferential payment of dividend at the rate set out above from the date of allotment up to the date of redemption.
Tenure	15 years from the date of allotment of preference shares.
Listing	The preference shares shall not be listed and/or admitted for trading on any of the Stock Exchanges.
Terms, manner and modes of redemption	Redemption of preference shares would be done at such premium of upto 9% p.a. as may be mutually agreed and approved by the Board of the Resulting Company and shall be compounded half yearly payable in accordance with Section 55 of the Act out of profits available for distribution as dividend or out of proceeds of a fresh issue of shares made for the purpose of redemption.
Redemption option	The preference shares may be redeemed at the option of the Resulting Company as well as preference shareholders before the expiry of the tenure (as aforesaid).
Voting	Preference shares shall carry voting rights as per the provisions of Section 47(2) of the Act.
Winding-up	The preference shareholders shall be entitled to receive remaining assets of the Resulting Company after distribution of all preferential payments, in preference to the equity shareholders. The distribution will be in proportion to the number of preference shares held by the preference shareholders.