

**Memorandum
and
Articles of Association
of
SHREE RENUKA SUGARS LIMITED**



सत्यमेव जयते

ग्राह्य० आर्डी० अर०

Form. I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता० का ते०

No. 08/19046 of 1995

में एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी गतिबद्ध है।

I hereby certify that SHREE RENUKA SUGARS LIMITED.

...XXX... XXX ...XXX

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

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at Bangalore this TWENTYEIGHT day of OCTOBER one thousand nine hundred and Ninety FIVE.



[Handwritten signature]

(V. SREENIVASA RAO)
कम्पनियों का रजिस्ट्रार

कनटिक बॅंगलूर

Registrar of Companies
KARNATAKA, BANGALORE

Co. No. 19046



कार्यारंभ प्रमाण पत्र के लिए प्रमाणपत्र
Certificate for Commencement of Business
कंपनी अधिनियम 1956 की धारा 149(3) के अनुसरण में
Pursuant of Section 149(3) of the Companies Act, 1956

एतद्वारा प्रमाणित किया है कि _____

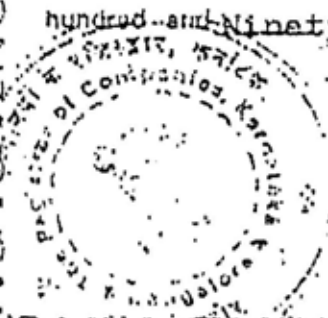
उपरोक्त अधिनियम 1956 के अंतर्गत तारीख _____ को
निर्गमित की गई थी और जिसने आम विहित प्रणाली में समय-समय पर सत्यापित की जा चुकी है
आर. वि. है कि उक्त अधिनियम की धारा 149 (1)क. (ii) संकर प. संघ/ 149 (2) क
संकर (ग) तक की शर्तों का अनुपालन किया जा है कारणों प्रथि करने को हकदार है

I hereby certify that the SHREE RENUKA SUGARS
LIMITED _____ XX _____ XX

XX _____ XX
which was incorporated under the Companies Act, 1956, on the 25th
day of October 1995, and which has this day filed a
duly verified declaration in this prescribed form that the conditions of
section 149(1)(a) to [b]; 149 [2] [a] to [c] of the said Act, have been
complied with is entitled to commence business.

भार. हस्ताक्षर से यह सही है _____ को.
दिया गया

Given under my hand at Bangalore _____
this Fifth _____ day of January _____ one thousand nine
hundred and Ninetysix.



(V. SREENIVASA RAO)

कंपनियों का रजिस्टार
कर्नाटक बंगलूर
Registrar of Companies
Karnataka, Bangalore.

Under the Companies Act, 1956

(1 of 1956)

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

SHREE RENUKA SUGARS LIMITED

- I. The name of the Company is "SHREE RENUKA SUGARS LIMITED".
- II. The Registered Office of the Company will be situated in the State of "Karnataka".
- III. The objects for which the Company is established are:

(A) THE MAIN OBJECTS TO BE PURSUED ON THE INCORPORATION OF THE COMPANY:

1. To purchase, manufacture, produce, boil, refine, prepare, brew, import, export, buy, sell and generally to deal in all varieties of sugar, sugar candy, jaggery, khandsari sugar, sugar beet, sugar cane, molasses, syrups, melada, alcohol, spirits and all products and by-products, thereof such as confectionery, glucose, bagasses, bagasse boards, paper, paper pulp, butyl alcohol, acetone, carbon-di-oxide, hydrogen, potash, cane wax, fertilizers, cattle feed and food products generally.
2. *To purchase sugar cane, sorghum, sugar beet, sago, palmyra juice and other crops or raw materials used in the production of sugar and its products and by-products.
3. To generate power by traditional and/or using, any latest technology for the captive consumption and also to distribute, sell such surplus generation if necessary to outsiders.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS OF THE COMPANY ARE:

4. To take on lease, purchase or otherwise acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on any business which this company is authorized to carry on or possessed of property or rights suitable for any of the purposes of the Company.
5. To enter into agreement and contracts with Indian or foreign individuals, firms or companies for financial or other assistance or collaboration for carrying out all or any of the objects of the Company.
6. To let out on lease or hire or in any other manner, deal with the whole or any part of the assets or machinery of the Company.
7. To apply for, purchase or otherwise acquire trademarks, patents, licenses, concessions and the like concerning any exclusive or non-exclusive or limited right of any kind which may appear to be necessary or convenient for the business of the company and to purchase or otherwise acquire any secret or other information as to any invention which may seem capable of being used for any of the objects of the Company.

** Altered vide Special Resolution passed by the shareholders through Postal Ballot on 7th April 2014*

8. To collaborate with or amalgamate with any company or companies.
9. To establish and maintain agencies or branches at any place or places in the world for the conduct of the business of the company and for the purchase and sale either for ready or future delivery of any merchandise, commodities, goods, wares, materials, produce, products, articles and things required for or dealt in, manufactured by, or at the disposal of the Company.
10. To provide for the welfare of the employees (including directors) or ex-employees of the company and wives and families of such persons by building or contributing to the building of houses, grant of allowances, bonus or any other payments, or by creating and from time to time subscribing or contributing to provident and other funds associations, institutions, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendances and assistances as the company shall deem fit.
11. To pay the costs, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the company including the registration fees and stamp duty.
12. Subject to the provisions of the Companies Act, 1956 to invest any money of the Company not for the time being required for any of the purposes of the company in such investments as may be thought proper and to hold, sell or otherwise deal with such investments.
13. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any special or other funds, whether for depreciation or for repairing, improving, extending or maintaining any of the property or for any purposes whatsoever in the interest of the company.
14. Subject to the provisions of the Banking Regulation Act, 1949, to make, draw, accept, endorse, execute, discount, negotiate and issue cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts, debentures and other negotiable or transferable instruments.
15. Subject to the provisions of the Banking Regulation Act, 1949, to open account or accounts with any bank or banks in the name of the company and to operate upon the same.
16. To acquire by purchase, barter, lease, hire, license or other means land, buildings, offices, workshops, factories, warehouses, easements, wayleaves, privileges, rights or concessions and any machinery, plant, utensils, vehicles, goods, trade marks and to acquire, construct, maintain, carry out, improve, work, alter, control and manage any buildings, factories, warehouses, roads, bridges, tunnels, water works, water rights, courses, canals, irrigation works, gas or electric works, stamping works, smelting works and other works and conveniences and other movable and immovable properties of any description which the company may think necessary or convenient for the purposes of its business and which may directly or indirectly promote the company's interests or which may seem to the company capable of being turned to account.
17. To establish, provide, maintain and conduct or otherwise subsidise research laboratories, power units, experimental workshops and testing laboratories for scientific and technical research and experiments, to undertake and carry on scientific and technical investigations by providing, subsidizing, endowing and/or assisting laboratories, workshops, libraries, meetings and conferences of scientific or technical persons and by providing for financial assistance in the form of scholarships, prizes, grants and loans to students and others, allowances to scientific and technical professors, or teachers or experts or institutions and generally to encourage, promote and reward studies research, experiments, tests and inventions of any kind that may be considered likely to assist in any business which the company is entitled to carry on.

18. To sell, mortgage, assign, pledge, dispose of or in any other manner deal with the whole or any part of the undertaking property and assets of the company for such consideration as the company may think fit and in particular for shares, debentures or other securities of any company having objects altogether or in part similar to those of this Company.
19. Subject to the provisions of the Companies Act, 1956, to contribute or otherwise assist or guarantee money to any charitable, benevolent, religious, scientific; political or national institutions or objects or any public, general or useful objects including contribution to and running and managing educational institutions.
20. To adopt such means for making known the activities and products of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books, news papers and periodicals or by making and exhibiting films and/or by granting prizes, awards and donations.
21. To enter into partnership or arrangement with any person, firm or company. But the company shall not carry on the business of banking as defined in the Banking Regulation Act, 1949.
22. Subject to the provisions of the Companies Act, 1956, to receive money on deposit or loan or borrow or raise money from banks, Government and other financial institutions, Indian or foreign, or from any person, firm or company in such manner as the company shall deem fit and in particular by the issue of debentures, debenture stock or bonds and to secure the payment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the property and rights of the company including its uncalled capital or without and security, and to purchase, redeem or pay off any such securities and upon such terms as to priority or otherwise as the company shall think fit. The company shall not, however, do the business of banking as defined in the Banking Regulation Act, 1949. The acceptance of deposits shall be subject to the provisions of Section 58-A of the Companies Act. 1956, and the rules framed there under.
- 22A. To provide corporate guarantee including counter guarantee by the Company to any party/person including Banks, Financial Institutions or Finance Companies for securing credit facilities obtained by any person including individuals, firms, bodies corporate including subsidiary companies, trusts, association of persons or any organization with or without any security therefor, in any form but shall not carry on the business of banking as defined under the Banking Regulation Act, 1949.
23. To enter into agreements or arrangements with any person, Government or other authority, 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 such rights, privileges and concessions which may seem conducive to the company's objects or any of them.
24. To employ or pay experts, foreign consultants, management consultants and others in connection with the prospecting, planning, execution and development of all or any of the business which the Company is authorized to carry on.
25. To promote any other company or companies for the purpose of acquiring all or any of the property of this company or for advancing directly or indirectly the objects or interests thereof and to take or otherwise acquire or hold shares in any such company or companies.
26. To appoint sole or regional selling agents or distributors for the products of the company and also buying agents for the raw materials or other products required by the company subject to the provisions of Section 294 of the Companies Act, 1956 and also to open depots for effecting such sales or purchases.
27. To do all or any of the above things in any country of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise.

(C) THE OTHER OBJECTS NOT INCLUDED IN (A) AND (B) ABOVE ARE:

1. To carry on the business as consultants, advisers, in all or any, of the activities of management, technical, industrial financial accounting, taxation, commercial marketing, advertising, personnel, labour, operations, research, market survey, or project engineering, project appraisal, quality control, efficiency experts, publication of articles, books periodicals and journals, export marketing, issue of shares, debentures and other securities and stocks of all kinds and descriptions, processing, preparation, implementation and reviewing of project reports, critical path analysis, opinion polls, organization and methods and other modern management techniques and to establish and render any or all consultancy and other services of professional and technical nature to industries, firms, associations, enterprises, institution, bodies corporate and all other types of concern and to enter into any contracts in relation thereto.
2. To carry on the business of Hire Purchase and leasing of movable properties of every kind.
3. To carry on business of an Investment in all its branches and without prejudice to the generality of the foregoing to buy, underwrite, invest in and acquire and hold, sell and deal in shares, stocks, debentures, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debenture, bonds, obligations and securities, issued or guaranteed by any Government, State Dominions, Sovereign Ruler, Commissioners, public body of authority, Supreme, Municipal, Local or otherwise. Firm or person whether in India or elsewhere and to deal with and turn to account the same, provided always that no purchase of investment imposing unlimited liability on the Company shall be made.
4. To act agents, brokers and as trustees and undertake, perform sub-contracts, to act through or by means of agents, brokers, sub-contractors or others, to carry on the business of agency and manufacturers, representatives, to execute and to carry out agreements and sole agency or other similar agreements and to appoint sub-agents or distributing agents with relation to business.
5. To carry on the business as Consultants, Advisors and undertake all kinds of commercial photography, industrial photography, aerial survey, aerial photography and aerial spraying of all kinds of insecticides and pesticides or of any other types of spraying for agricultural purpose and as well as non-agricultural purposes.
6. To own, hire, lease, operate or run on charter all types of aircraft, helicopters and other aerial equipments.
7. To manufacture, deal import, export, trade in irrigation systems of all kinds including drip irrigation and sprinkler irrigation.
8. To engage in the ginning, spinning, weaving and all other types of processing of cotton, flax and other fibers.
9. To plant, cultivate, produce and raise and/or get cultivated through others or purchase cotton, flax, jute and other crops or raw materials used for the production of textile fabrics.
10. To carry on the business of processing, manufacturing, production, distribution, import, export, buying and selling of processed food products both plant and animal based, frozen, dehydrated, freezed, dried, canned and similar products, specially chemicals including natural and synthetic perfumery and flavouring materials, catalysts, emulsifiers, industrial colours dyes, essential oil, starch based products including glucose and alcohol, high fructose syrup, invert syrup, industrial enzymes, industrial chemicals including polymers natural and synthetic and derivatives thereof.

11. To carry on the business of processing, manufacturing, production, distribution, import, export, buying and selling of fertilizers including biofertilizers and organic fertilizers, soil conditioners, agro-chemicals, bio-chemicals including both natural and synthetic herbicides, weedicides, insecticides and its intermediates, fungicides, plant growth regulators, micronutrients, antifeedants, repellents including mosquito and house fly repellents, processing of oil seeds and vegetable oil based on products including fatty acids and their derivatives thereof like soaps, detergents.
 12. To carry on in India or elsewhere the business of manufacturing, producing, processing, melting, converting, manipulating, treating and to act as agent, broker, buyer, seller, trader, importer, exporter, distributor, stockist, metallurgist, engineer, consultant, foundryman, jobworker, supplier, contractor or otherwise to deal in ferro alloys of all grades and forms including powder form such as ferro silicon, ferro chrome, silico manganese, silico calcium, silico chrome, ferro molybdenum, ferro vanadium, ferro tungsten, ferro silico magnesium, ferro manganese, ferro columbium, ferro niobium, ferro titanium or other ferro alloys present or future and other allied items and to do all such incidental acts and things for the attainment of above objects.
 13. i) To carry on the business of trading in agricultural products, metals including precious metals, precious stones, diamonds, petroleum and energy products and all other commodities and securities, in spot markets and in futures and all kinds of derivatives of all the above commodities and securities.
ii) To carry on business as brokers, sub brokers, market makers, arbitrageurs, investors and/or hedgers in agricultural products, metals including precious metals, precious stones, diamonds, petroleum and energy products and all other commodities and securities, in spot markets and in futures and all kinds of derivatives of all the above commodities and securities permitted under the laws of India.
iii) To become members participate in trading, settlement and other activities of commodity exchange/s (including national multi-commodity exchanges/s) facilitating for itself or for clients, trades and clearing/settlement of trades in spots, in futures and in derivatives of all the above commodities permitted under the laws of India.
- IV. The liability of the members is "Limited".
- V. * The Authorised Share Capital of the Company is Rs. 2540,11,00,000/- (Rupees Two Thousand Five Hundred Forty Crores Eleven Lakhs only) divided into :
- a) 825,11,00,000 (Eight Hundred Twenty-Five Crores Eleven Lakhs) Equity Shares of Re. 1/- (Rupee One only) each,
 - b) 17,15,00,000 (Seventeen Crores Fifteen Lakhs) Preference Shares of Rs. 100/- (Rupees One Hundred only) each."

** Altered with effect from 6th December 2024, vide order of the Hon'ble NCLT Bengaluru Bench approving the scheme of merger of Monica Trading Private Limited, Shree Renuka Agri Ventures Limited and Shree Renuka Tunaport Private Limited with the Company.*

We the several persons, whose names and addresses are subscribed hereunder, 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 as set opposite to our respective names:

Sl. No.	Name and Address, Description and Occupations of the Subscribers	Number of Shares taken by each subscriber	Signature of the Subscriber	Signature, name, Address Description and Occupation of the Witness
1.	S.B. SIDNAL S/o. Basappa Sidnal Malmaruti Extension Belgaum Business	10 (Ten Only)	Sd/-	Sd/- K.N. Prabhashankar S/o. Sri K.N. Narayana Rao SF 7, Business Point 137, Brigade Road, Bangalore – 560 025. Chartered Accountant
2.	VIDYA M. MURKUMBI W/o. Madhusudhan R. Murkumbi 1438/2, Kalmath Road, Belgaum Business	10 (Ten Only)	Sd/-	
3.	SHASHIKANT SIDNAL S/o. Shanmukhappa B. Sidnal Malmaruti Extension, Belgaum Business	10 (Ten Only)	Sd/-	
4.	SHANTABAI DESHPANDE W/o. Vasant Rao Deshpande 29, Court Street, Camp, Belgaum-1 Social Worker	10 (Ten Only)	Sd/-	
5.	NANDAN V. YALGI S/o. Vithal K. Yalgi 1970, Kadolkar Galli, Belgaum – 590 002 Business	10 (Ten Only)	Sd/-	
6.	BABANNA M. MUGABASAV S/o. Mudakappa B. Mugabasav At Post : Hosur Tq: Savadathi Dist. Belgaum Agriculture	10 (Ten Only)	Sd/-	
7.	DR. B. PRABHAKARA BALIGA S/o. Late B. Raghava Baliga B/2, 774 Shyam Nivas, 3 rd Road, Khar, Bombay – 400 052 Tech. Consultant	10 (Ten Only)	Sd/-	

Dated this 6th day of October 1995 at Bangalore.



IN THE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH, BENGALURU
(Through Physical Hearing/ VC Mode (Hybrid))

C.P. (CAA) No.45/BB/2023

[Application under Sections 230 to 232 of the Companies Act, 2013 and other Applicable Provisions of the Companies Act, 2013 r/w the Companies (Compromises, Arrangements and Amalgamations) Rules, 2013]

IN THE MATTER OF:

Monica Trading Pvt. Ltd.

Registered Office: 7th Floor, Devchand House,
Shiv Sagar Estate, Dr. Annie Besant Road,
Worli, Mumbai-400018

... Non-Petitioner Company /
Transferor Company No.1

Shree Renuka Agri Ventures Ltd.

Registered Office: 2nd & 3rd Floor,
Kanakashree Arcade, CTS No. 10634,
JNMC Road, Nehru Nagar,
Belagavi-590010, Belgaum, Karnataka

... Petitioner Company No. 1/
Transferor Company No.2

Shree Renuka Tunaport Pvt. Ltd.

Registered Office: 2nd & 3rd Floor,
Kanakashree Arcade, CTS No. 10634,
JNMC Road, Nehru Nagar,
Belagavi-590010, Belgaum, Karnataka

... Petitioner Company No. 2/
Transferor Company No.3

Shree Renuka Sugars Ltd.

Registered Office: 2nd & 3rd Floor,
Kanakashree Arcade, CTS No. 10634,
JNMC Road, Nehru Nagar,
Belagavi-590010, Belgaum, Karnataka

... Petitioner Company No. 3/
Transferee Company

Order delivered on: 22.10.2024

CORAM: 1. Hon'ble Shri K. Biswal, Member (Judicial)
2. Hon'ble Shri Manoj Kumar Dubey, Member (Technical)

PRESENT:

For the Petitioner Companies : Shri Saji P. John
For the Registrar of Companies : Ms. Anuparna Bordoloi
For the IT Department : Shri Ganesh R. Ghale



C.P. (CAA) No.45/BB/2023
(Second Motion)

This Certified copy contains 32 pages
and copying charges of ₹. 160/- received.

ORDER**Per: K. Biswal, Member (Judicial)**

1) The Petitioner Companies have filed the instant Second Motion Petition on 05.10.2023 under Sections 230 to 232 of the Companies Act, 2013 (hereinafter referred to as the 'Act') and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity, 'Rules') *inter alia*, seeking for the sanction of Scheme of Amalgamation (for brevity 'Scheme') of Monica Trading Pvt. Ltd. (Non-Petitioner Company/Transferor Company No.1), Shree Renuka Agri Ventures Ltd. (Petitioner Company No.1/Transferor Company No.2), Shree Renuka Tunaport Pvt. Ltd. (Petitioner Company No.2/Transferor Company No.3) with Shree Renuka Sugars Ltd. (Petitioner Company No.3/Transferee Company) and their respective Shareholders.

2) The facts of the case are as follows:

2.1 The Petitioner Companies filed First Motion Application bearing Company Application No.05/BB/2023 before this Tribunal, under Sections 230 & 232 of the said Act. Based on the said Application necessary directions were issued, vide, Order dated 13.04.2023 of this Tribunal, wherein the meetings of the Equity Shareholders Petitioner Companies, Sole Secured Creditor of the Petitioner Company No.3, Unsecured Creditors Petitioner Companies and Sole Secured Debenture-holder of the Transferee Company were dispensed with. Since there were no Secured Creditors of the Petitioner Company Nos.1 & 2, there were nothing to convene their meeting.

2.2 This Tribunal, vide, order, dated 09.01.2024 issued the following directions;

".....4.The Petition be listed for hearing on 27.02.2024. At least 10 days before the date fixed for final hearing, the Petitioner Company shall publish the notice of final hearing of the Company Petition in two local





newspapers viz. "Economic Times" in English Edition and translation thereof in "Udayavani" in Kannada Edition, as per Rule 16 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

5. Notice be also served upon the Objector(s) or their representative 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 filed therewith at least 15 days before the date fixed for hearing. It is to be specified in the notices that the objections, if any, to the Scheme may be filed within thirty days from the date of the receipt of the notice, failing which it will be considered that there is no objection to the approval of the Scheme on the part of the objectors.

6. In addition to the above public notice, each of the Petitioner Company shall serve the notice of the Petition on the following Authorities namely, (a) Regional Director (South East Region), Hyderabad; (b) Registrar of Companies, Karnataka, Bengaluru; (c) the Principal Commissioner of Income Tax, Karnataka & Goa; (d) the Commissioner of Income Tax, Belgaum for Petitioners Company (e) the Office of the Liquidator, Bengaluru; (f) The National Stock Exchange, Mumbai; (g) BSE(Formerly Bombay Stock Exchange), Mumbai, Maharashtra, (h) Reserve Bank of India & (i) Securities and Exchange Board of India; along with the copy of this Petition by speed post immediately and to such other Sectoral Regulator(s) who may govern the working of the respective Companies involved in the Scheme as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, with a direction that they may submit their representation, if any, within 30 (thirty) days from the date of receipt of such notice, failing which it will be presumed that the said Authority has no representation to make to the Scheme.

7. The Petitioner Company shall host notices of final hearing along with the copy of the scheme on their respective websites, if any. The Petitioner Companies shall at least 7 days before the date of hearing of the Petition file an affidavit of service regarding paper publication as well as service of notices on the Authorities specified above including the sectoral regulator as well as the objectors, if any. The Petitioner Companies shall file compliance report with this Tribunal at least 10 (ten) days before the date fixed for final hearing and report to this Tribunal that the directions regarding the service of notices upon regulatory authorities and publication of advertisement of the notice of hearing in the newspapers have been duly complied with.

2.3 In pursuance to the above directions, the Authorized Signatory of the Petitioner Company has filed copies of proof of service of





notice, vide, Diary No.1074, dated 16.02.2024, along with copies of newspaper publication "*The Economic Times*" (English), and "*Udayavani*" (Kannada) dated 20.01.2024. In respect of the Newspaper Publication, the Petitioner Companies submits the Petitioner Companies have not received any objections from any persons/stakeholders/Creditors.

- 2.4 The main objects, dates of Incorporation, Authorized, Issued and Paid-up Share Capital, Rationale of the Scheme and interest of employees have been discussed in detail in first motion order dated 13.04.2023.
- 2.5 The Board Resolution of the Petitioner Companies approving the Scheme is annexed as Annexure-A of the Petition.
- 2.6 Ld. Counsel for the Petitioner Companies submitted that the certificate of the statutory auditors has been filed certifying that the proposed accounting treatment contained in para 12, is in compliance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and applicable circulars issued thereunder and all the applicable accounting standards notified by the Central Government under Section 133 of the Act, 2013 read with relevant rules thereunder and other Generally Accepted Accounting Principles. The copy of the same is attached to the Petition and marked as Annexure- S.
- 2.7 The Ld. Counsel for the Petitioner Companies have filed affidavits with regard to the Sectorial Regulators, no Corporate Debt Restructuring or any kind of arrangement with the Creditors and no pending investigation proceedings pending against the Petitioner Companies or its Directors under Companies Act, 2013 or Companies Act, 1956. The aforesaid affidavits are attached to the Petition as Annexures P, Q & R.





- 2.8 The Audited Financial Statement as on 31.03.2022 and 31.03.2023 of the Non-Petitioner Company is attached Annexure-C of the Petition
- 2.9 There are Related Party Transactions in the Non-Petitioner Company. The same is disclosed in Note 21 (f) of the Notes Forming part of the Audited Financial Statements for the year ended 31.03.2023. A Copy of the Relevant Extracts from the Audited Financial Statements regarding Related Party Transaction is attached to the Petition and marked as Annexure-C1.
- 2.10 The Audited financial statements as on 31.03.2023 of the Petitioner Companies are attached to the Petition and marked as Annexures E, G. & J.
- 2.11 There are Related Party Transactions in the Petitioner Companies. The same are disclosed in Note 16.5, Note 11.4 & Note 41 of the Audited Financial Statements for the year ended 31.03.2023. The copy of the same are attached to the Petition and marked as Annexures E-1, G-1 & J-1.
- 2.12 The "Appointed Date" as defined under the scheme is **01.04.2022**.
- 3) In pursuant to the notice, the Regional Director (RD) and the Registrar of Companies (ROC) have filed their Common report vide Dairy No.2945 dated 27.05.2024 by, interalia, observing as under, vide para II:
1. The Transferor Company 1 is registered under the jurisdiction of Registrar of Companies, Maharashtra, Mumbai and the Transferor Company No.2, the Transferor Company No.3 and the Transferee Company are registered under the jurisdiction of Registrar of Companies, Karnataka. The observations henceforth are restricted to the Transferor Company Nos. 2, 3 and the Transferee Company only.
 2. The Transferee Company is a Listed Company. The equity shares of the Company are listed on both BSE Limited and National





Stock Exchange of India Limited. The Hon'ble Tribunal may be pleased to direct the Transferee Company to show the compliance of SEBI (Listing Obligations and Disclosure Requirements), 2015 and obtain the approval from Securities and Exchange Board of India/ Stock Exchanges.

3. Further the non-convertible redeemable debentures of the Transferee Company are listed on BSE Limited. The Hon'ble Tribunal may be pleased to direct the Transferee Company to show the compliance of SEBI (Listing Obligations and Disclosure Requirements), 2015 and SEBI (Issue and Listing of Non-Convertible Securities) Regulation, 2021.
4. As per the list of shareholders attached to the Scheme and Chartered Accountant's certificate dated 21.12.2022, the percentage of shareholding of Non-resident shareholders, foreign portfolio investors category 1 and foreign body corporate is 0.65%, 2.81% and 1.38% respectively. The Hon'ble Tribunal may be pleased to direct the Petitioner Company to submit the relevant approvals and compliances made under FEMA/RBI Regulations before the Scheme is allowed.
5. As per Para 1.3 of Part-A of the proposed Scheme, the appointed date has been stated as 01.04.2022. All the Companies have filed their due Annual Returns and Balance Sheets for the financial year 31.03.2023. Since the appointed date is ante-dated beyond a year, the Hon'ble Tribunal may be pleased to direct the Petitioner Company to change the appointed date from 01.04.2022 to 01.04.2023 or any other date as deem fit and proper by the Hon'ble Tribunal.
6. As per MCA records, the Transferee Company has many open charges. The Hon'ble Tribunal may be pleased to direct the Petitioner Transferee Company to furnish no objection certificate from the concerned charge holder/s before the Scheme is allowed.





7. As per Clause 10.1 of Part-B of the Scheme, all the employees of the Transferor Companies in service on the effective date shall become employees of the Transferee Company. Since the Transferor Company 1 is situated in Mumbai, Maharashtra and the Transferee Company in Bangalore, Karnataka, this Hon'ble Tribunal may be pleased to direct the Petitioner Companies to explain as to what measures are being taken for implementation of this clause and to safeguard the interest of the employees.
8. The Transferee Company has Foreign Exchange Transactions. This Tribunal may be pleased to direct the Transferee Company to submit the relevant approvals and compliances made under FEMA/ RBI Regulations before the Scheme is allowed.
9. As per the latest Audited Financial Statement for the financial year ending 31.03.2023, the Transferor Company No.2 is profit making Company and the Transferor Company No.3 and the Transferee Company are loss making entities. There may be negative out flow of taxes, once the Scheme is allowed.
10. As per note no.6 and 25 of the financial statements for the financial year ending 31.03.2023, the Transferor Company No.3 and the Transferee Company have undisputed statutory dues to the tune of Rs. 10,000 and Rs. 15.72 crores respectively. This Hon'ble Tribunal may be pleased to direct the Petitioner Companies to furnish an undertaking to the effect that it will settle the statutory dues immediately, if not settled so far.
11. As per note no. 23 of the financial statements for the year ending 31.03.2023 of the Transferee Company, outstanding dues to Micro, Small and Medium Enterprises to the tune of Rs. 11.14 Crore exists. This Tribunal may be pleased to direct the Petitioner Company to show as to how it has complied with Micro, Small and Medium Enterprise Development Act, 2006 and may be directed to furnish an undertaking to the effect that it will settle the dues as per the said Act immediately, if not settled so far.





12. As per Independent Auditor's Report for the financial year 2022-23, the Transferor Company 2 has disputed Statutory dues towards Custom Demand to the tune of Rs. 11 Crores and the Transferee Company has disputed statutory dues towards customs duty, excise duty, Service Tax, GST, Value Added Tax and Income Tax to the tune of Rs. 486.06 Crores. The Hon'ble Tribunal may be pleased to obtain necessary consents/ NOCs from the concerned Statutory Authorities as stated above, before the Scheme is allowed as the voluminous of the taxes due are amounting to Rs. 486.06 Crores.
13. Clause 13.1 of Part-B of the Scheme provides for clubbing of Authorised Share Capital wherein it is stated that the Authorized Share Capital of the Transferee Company shall automatically stand increased without any payment of stamp duty and fees. This term in the Scheme is not in line with the provisions of Section 232(3) (i) of the Companies Act, 2013. This Tribunal may be pleased to direct the Petitioner Transferee Company to comply with the with the provisions of the Section and to pay the difference of fee, after setting off the fee already paid by the Transferor Companies on their respective capital.
14. As per Section 240 of the Companies Act, 2013, the liability in respect of offences committed under the Companies Act by the officers in default, of the Transferor Companies prior to merger, amalgamation or acquisition shall continue after such merger, amalgamation or acquisition.
15. With reference to this Directorate's letter dated 07.02.2024 issued to the Principal Commissioner of Income Tax, Bengaluru, till date no report/comments in the matter have been received from the Income Tax Department. Taking into consideration the facts as stated at para 12 above, this Tribunal may be pleased to obtain consent/ NOC from the Income Tax Department, before the Scheme is allowed.





16. Report of Official Liquidator, Karnataka dated 01.02.2024 is filed before this Tribunal and the copy of the same has been furnished to this Directorate vide e-mail dated 19.02.2024 with respect to this instant Company Petition. The Official Liquidator in his report has pointed out certain observations. This Hon'ble Tribunal may be pleased to direct the Petitioner Companies to comply with the observations pointed out by the Official Liquidator, before the Scheme is allowed.
17. An e-mail dated 15.02.2024 (copy enclosed as Annexure-2) has been received from Mr. Kishan Rastogi, Deputy Manager, Listing Approvals, National Stock Exchange of India Limited (NSEIL), Bandra (East), Mumbai-400 051 and stated that as per the Master Circulars on Schemes it is stated that "Provisions of the Circular shall not apply to Schemes which solely provide for mergers of a wholly owned subsidiary or its division with the parent Company" and stated that they do not have any comments on the Scheme.
18. Letter No. FE.BG.FID No.s-1479/21.05.870/2023-24 dated 28.02.2024 (copy enclosed as Annexure-3) and stated that as per EDPMS (Export Data Processing and Monitoring System) data as on December 31, 2023, the following information is furnished in relation to Shree Renuka Sugars Limited (Transferee Company):
- 1(a)** As per Para A.2 of Master Direction-Export of Goods and Services, it is stated that "It is obligatory on the part of the exporter to realize and repatriate the full value of goods/ software/ services to India within a stipulated period from the date of export, as under: It has been decided in consultation with the Government of India that the period of realization and repatriation of export proceeds shall be nine months from the date of export for all exporters including Units in Special Economic Zones (SEZs), Status Holder Exporters, Export Oriented Units (EOUs), Units in Electronic Hardware Technology Parks (EHTPs), Software Technology Parks





(STPs) & Bio-Technology Parks (BTPs) until further notice." However, as per EDPMS data as on December 31, 2023, there are 3 shipping Bills outstanding beyond 9 months amounting to Rs. 92,61,461/- for Shree Renuka Sugars limited (the Transferee Company).

1(b) In terms of Regulation 15 Notification No. FEMA 23 (R)/2015-RB dated January 12, 2016, it is stated that:

"Where an exporter receives advance payment (with or without interest), from a buyer/ third party named in the export declaration made by the exporter, outside India, the exporter shall be under an obligation to ensure that "the shipment of goods is made within one year from the date of receipt of advance payment."

However, as per EDPMS data as on December 31, 2013, there are 3 Inward Remittance Messages (IRMs) outstanding beyond 1 year amounting to Rs. 1,62,99,087/- for Shree Renuka Sugars Limited.

1(c) As per Para B.5 of Master Direction-Import of Goods and Services, it is stated that:

"Remittances against imports should be completed not later than six months from the date of shipment, except in cases where amounts are withheld towards guarantee of performance, etc."

However, as per EDPMS* letter date as on December 31, 2013, there is 1 Bill of entry outstanding for more than 6 months amounting to Rs.27,44,860/- for M/s. Shree Renuka Sugars Limited.

2. It may be noted that EDPMS and IDPMS database are based on the reporting done by different stakeholder like customs, STPI, SEZ and AD Banks, and RBI does not modify/ amend/ cancel the details/ data available in the EDPMS/ IDPMS. Hence, for latest and updated data, the primary source in this regard will be authentic.

*EDPMS and IDPMS are comprehensive IT- based systems for better monitoring of export of goods and Software from India and Import of goods to India, respectively. The data in these systems are based





on the Shipping Bills/ Softex forms/ Bills of Entries, which are received from Customs (ICEGATE), SEZ and STPI respectively and the data related to outward/ inward remittance for the goods and software exported/ imported through customs/ STPI/ SEZ are reported by AS Banks in EDPMS/ IDPMS.

3. In terms of provisions of para 13.1 (2) of Foreign Exchange Management (Transfer or issue of security by a Person Resident Outside India) Regulation, 2017 dated November 07, 2017, an Indian Company issuing capital instruments to a person resident outside India and where such issue is reckoned as Foreign Direct Investment, for the purpose of these regulations, shall report such issue in Form FCGPR to the Regional Office concerned of the Reserve Bank under whose jurisdiction the Registered office of the Company operates, not later than thirty days from the date of issue of capital instruments. Shree Renuka Sugars Limited issued shares to Non-Resident investor on March 09, 2018 and the same was reported in form FCGPR on August 08, 2022. The Company had submitted compounding application for the said delay in reporting of FCGPR on April 12, 2023, but same was returned to the applicant vide out letter dated June 16, 2023 (enclosed) due to reasons mention therein. The Hon'ble Tribunal may kindly look into the matter. The copy of letter issued by RBI dated 28.02.2024 is enclosed as Annexure-4.

19. The Transferor Company is required to comply with the provisions of Section 239 of the Companies Act, 2013 with respect to preservation of books and papers of amalgamated Companies. The Hon'ble Tribunal may be pleased to direct the Petitioner Transferor Companies to furnish an undertaking that they will preserve their books and papers of the amalgamated Company.





20.

- There are no open Complaints, Prosecutions, Technical scrutiny/ Inquiry, Inspections and Investigations pending in this office against the Transferor Companies 2 &3.
- There are no open Complaints, Prosecutions, Technical scrutiny/ Inquiry, and Investigations pending in this office against the Transferee Company.

21. An inspection was conducted against the Transferee Company and certain violations were pointed out. Action as applicable under the companies Act is being taken against the Company and the Officers in default which will continue irrespective of the sanction of the scheme. The Transferee Company may be directed to submit an Affidavit to the Hon'ble Tribunal stating that it will comply with the provisions of the Companies Act and file Compounding/ Adjudication applications, as the case may be, in the instances of non-compliances.

4) Subsequently, reply affidavit to the common report of RD & RoC have been filed by the petitioner companies vide diary No. 3131 dated 03.06.2024, inter alia stating as under: -

1. **Reply to para II (1) the ROC & RD report:** It is submitted that the same pertains to factual information and do not call for any response.
2. **Reply to para II (2) of the ROC & RD report:** It is submitted that pursuant to the provisions of Regulation 37(6) of the Listing Regulations read with the provisions of SEBI Master 32. Circular No. SEBI/HO/CFD/DILI/CIR/P/2020/249 dated 22.12.2020 read with paragraph 5 of circular no.CIR/DIL3/ CIR/2017/21 dated 10.03.2017 issued by Securities and Exchange Board of India (SEBI) and Regulations 11, 37 and 94 of the Listing Regulations as amended from time to time, when a Scheme provides for merger of a Wholly Owned Subsidiary (WOS) with the Parent Company, the





Company is not required to file any application with Stock Exchanges as required by Clause 37 of Listing Regulations for seeking the prior approval of Stock Exchange/SEBI and that such Scheme shall be filed with the Stock Exchange only for the limited purpose of disclosure. Pursuant to said Circular, the Transferee Company had filed draft Scheme with BSE and NSE only for the purpose of dissemination/disclosure. The copy of the acknowledgements were already annexed to the Petition and the copy of which was served upon the Office of Registrar of Companies as well as Regional Director. In addition to the same, pursuant to the directions of the Hon'ble Tribunal in C.A.(CAA)No. 05/BB/2023 dated 13.04.2023, the notices were issued to SEBI, BSE and NSE on 07.06.2023, 21.06.2023 and 13.06.2023 respectively stating that representation, if any in connection with the proposed scheme may be made within 30 days. Further, pursuant to the directions of the Hon'ble Tribunal in C.P.(CAA)No.45/BB/2023 dated 09.01.2024, Notice of Final Hearing were issued to SEBI, BSE and NSE on 25.01.2024 stating to submit reply, if any, on or before 26.02.2024. As per para 17 of Common 4 Report of the Central Government and Registrar of Companies, Karnataka. NSE already provided their no objection. However, as on date, no response has been received from SEBI and BSE. In any case, the Transferee Company undertakes to comply with the applicable provisions/regulations of SEBI.

3. **Reply to para II (3) of the ROC & RD report:** It is submitted that the compliances with SEBI Regulations has been clarified herein in the above Para and the routine compliances in respect of non-convertible redeemable debentures as per SEBI laws is complied with.
4. **Reply to para II (4) of the ROC & RD report:** It is submitted that since the scheme is merger of Wholly Owned Subsidiaries with the Holding Company, no shares are being issued pursuant to the





Scheme. Hence, there is no change in the shareholding of Transferee Company pursuant to the Scheme. Therefore, compliances/approvals requirement under the FEMA/RBI Regulations are not applicable to the Scheme. In any case, the Transferee Company has already issued notice to RBI on 09.06.2023 and 24.01.2024 pursuant to directions of the Hon'ble Tribunal dated 13.04.2023 and 09.01.2024 respectively. Nonetheless, the Transferee Company undertakes to comply with all the application/relevant compliances/ regulations of FEMA/RBI.

5. **Reply to para II (5) of the ROC & RD report:** It is submitted that the Appointed Date of 01.04.2022 as set out in the Scheme has been approved by the Board of Directors of the respective Petitioner Companies have duly complied with the requirement of Para 6(C) of MCA Circular F.No.12/2019/CL-I dated 21.08.2019 by filing first motion application with Hon'ble Tribunal within One Year i.e. on 16.01.2023. Also, Petitioner Companies and/or Non-Petitioner Company undertakes to comply with the requisite requirements pursuant to Appointed Date being 01.04.2022 such as filing of Revised Income Tax Returns for A.Y. 2023-24, etc., as applicable.
6. **Reply to para II (6) of the ROC & RD report:** It is submitted that the open charges pertain to the Transferee Company which is going to exist even after sanctioning of the scheme. In any case, the Transferee Company had obtained Consent Affidavits from all the Secured Creditors and the same was also submitted to this Hon'ble Tribunal along with the First Motion Application. Nonetheless, the Transferee Company undertakes that the rights of Charge Holders will not be affected by the Scheme.
7. **Reply to para II (7) of the ROC & RD report:** It is submitted that as stated in clause 10 of the scheme, all employees of the Transferor Companies will become employees of Transferee Company without any break or interruption. Further, The





Transferee Company undertakes that it shall not carry out any retrenchment exercise on account of amalgamation of the Transferor Company into the Transferee Company with respect to its employees upon the sanction of the Scheme by the NCLT. The treatment of both its existing employees as well as those joining from the Transferor Company will continue as per the normal course of business.

8. **Reply to para II (8) of the ROC & RD report:** It is submitted the Transferee Company has always been in compliance with the relevant provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder and undertakes that it will adhere to the applicable Laws post completion of Scheme, as applicable.
9. **Reply to para II (9) of the ROC & RD report:** It is submitted that the losses of the Transferor Company 3 is immaterial considering the size of operations of the Transferee Company. Further, Transferee Company is not Loss making Company. However, it is just that the Transferee Company has incurred losses only in some financial years. Further, the Transferor Companies are wholly owned subsidiaries of the Transferee Company and the Transferee Company being a listed Company has always presented Consolidated Financial Statements. Further, this proposed merger is to consolidate the group entities & business and upon the scheme becoming effective, the Transferor Companies shall stand dissolved, all the assets, liabilities and reserves of the Transferor Companies will be recorded at the carrying values in the consolidated financial statements. Further, Petitioners complied with the procedure set out in the Companies Act, 2013 and that the proposed scheme of compromise or arrangement is not in violation of any provision of law, unconscionable or contrary to public policy. The Income Tax Department have already filed their Reports in this matter which does not contain any observation in





this regard. In any case, the tax impact post-merger will be due assessments by the Income Tax Department and the Petitioner Companies undertakes to comply with the provisions of the Income Tax Act.

10. **Reply to para II (10) of the ROC & RD report:** It is submitted that the undisputed statutory dues w.r.t. the Transferor Company No.3 amounting to Rs. 10,000/- has been paid on 28.04.2023. Further, in respect of Transferee Company, out of total undisputed statutory dues amounting to Rs. 15.72 Crores, Rs. 14.49 Crores has been paid by Transferee Company till date and balance of Rs. 1.23 Crores pertains to provisions which are not yet due and the Transferee Company undertakes to discharge the said balance as and "when due.
11. **Reply to para II (11) of the ROC & RD report:** It is submitted that as per financial statements for the year ending 31.03.2023, the said MSME dues to the tune of Rs. 11.14 Crores are not in dispute. Further, all the said dues are outstanding for less than 1 year. Additionally, the Transferee Company has also provided for applicable interest on the said MSME dues and the same has been disclosed appropriately in the said Audited Financial Statement. Accordingly, the Transferee Company has been appropriately complying with the provisions of MSME Act. As on date, the Transferee Company has cleared the aforesaid MSME dues to the extent of Rs. 10.33 Crore out of the total outstanding dues of Rs.11.14 Crore and the Transferee Company undertakes to pay the remaining balance of Rs.0.81 Crore in due course and comply with the appropriate provisions of MSME Act.
12. **Reply to para II (12) of the ROC & RD report:** It is submitted that the Scheme of Amalgamation provides for transfer and vesting of all the liabilities including contingent liabilities of the Transferor Companies to the Transferee Company upon the Scheme becoming effective. Accordingly, all the disputed statutory dues of Transferor





Company No.2 will be dealt appropriately by the Transferee Company. Further, as far as the disputed dues of Transferee Company are concerned, the Transferee Company undertakes to discharge the same as and when the said dues are crystallized in the course of law. The Transferee Company further undertakes that the Scheme will not deter the rights of the respective Authorities in respect of disputed statutory dues pertaining to Transferor Company No. 2 and Transferee Company.

13. **Reply to para II (13) of the ROC & RD report:** It is submitted that the Transferee Company undertakes to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 and pay the difference of fee, if any, after setting off the fee already paid by the Transferor Companies on its respective capital.
14. **Reply to para II (14) of the ROC & RD report:** It is submitted that Transferee Company undertakes that the liability in respect of offences, if any committed under the Companies Act by the officers in default, of the Transferor Companies prior to merger, amalgamation or acquisition will continue after such merger, amalgamation or acquisition.
15. **Reply to para II (15) of the ROC & RD report:** It is submitted that the Income Tax department have already filed their necessary reports to this Hon'ble Tribunal on 19.03.2024 stating their no objection to the Scheme. The copy of the said reports are enclosed along with the reply as Annexure B.
16. **Reply to para II (16) of the ROC & RD report:** It is submitted that the Petitioner Companies have filed its response to the report of the Official Liquidator's report and the same is enclosed with the reply as Annexure C.
17. **Reply to para II (17) of the ROC & RD report:** It is submitted that the same pertains to factual information and do not call for any further response.





18. **Reply to para II (18) of the ROC & RD report:** It is submitted that:

Ref. Para 1(a), 1(b) and 1(c): The information provided in the said paras does not provide any specific details with respect to vendors/parties. The Renuka Transferee Company has been complying with the FEMA/RBI regulations. Further, the Transferee Company undertakes to comply with any requirements under the FEMA/RBI regulations and apply for compounding as per law in case of any default.

Ref. Para 2: The said para is only informative.

Ref. Para 3: As a full and final settlement of the credit facilities availed by Renuka Commodities DMCC, Dubai (Renuka Dubai), a wholly owned subsidiary of Shree Renuka Sugars Limited (the Company/SRSL) from standard Chartered Bank. Dubai (SCB), the Company, inter-alia, allotted 2,93,86, equity shares to SCB having face value of Rs. 1/- each, at Rs. 16.28 per share including a premium of Rs. 15.28 per share, amounting S to the total value of Rs. 47,84,12,171.16. The FC-GPR reporting for the said allotment was made on 08.08.2022. As there was an inadvertent delay in submission of the Form FC-GPR within the prescribed time, the Company had submitted compounding application for the delay in reporting of FC-GPR on 12.04.2023. However, the compounding application was returned to the Company due to non-completion of administrative procedures by SCB. Subsequently, RBI had requested SCB to provide certain documents/information from the Company which were provided to SCB by the Company on 06.05.2024. Thereafter, the Company has not received any communication regarding the compounding application either from SCB or RBI. In any case, the Transferee Company (which is continuing entity post-merger) undertakes to submit any requirement/documentation to SCB or RBI as and when called for.





19. **Reply to para II (19) of the ROC & RD report:** It is submitted that the Petitioner Companies undertakes that the books and papers of the amalgamated/Transferor Companies will be preserved and papers of as per provisions of Section 239 of the Companies Act, 2013.
20. **Reply to para II (20) of the ROC & RD report:** It is submitted that that the same pertains to factual information and do not call for any further response.
21. **Reply to para II (21) of the ROC & RD report:** It is submitted the Transferee Company undertakes to comply with the provisions of the Companies Act and file Compounding/ Adjudication applications, as the case may be, in the instances of non-compliances in due course of law.

5) Official Liquidator (OL) has filed his report vide Diary No. 756 dated 02.02.2024 wherein it has been pointed out as under:

1. TR-1 is registered in the state of Maharashtra, TR2 & TR-3 companies and TE Company are registered in the state of Karnataka. This report is in respect of TR-2 & TR-3 companies only which is prepared based on the published financial statements and documents/details furnished by the petitioner TR-2 and TR-3 companies. TR 2 and TR 3 are proposed to merge with TE Company which is a listed Company. TE Company being a listed Company the Official Liquidator has engaged Shri. Niranjana Prabhu of NSVM and Associates, Panel Chartered Accountant for scrutiny of books and accounts. The reports of CA is enclosed with this report.
2. The authorized and paid capital of TR-2 & TR-3 companies are:
TR2-Rs. 25,00,00,000 and Rs. 25,00,000
TR 3 Rs. 1,00,000 and Rs. 1,00,000
3. The main objects of the both Transferor companies and TE Company are entirely different. TE Company needs to comply with





- Sec. 13 of the Companies Act, 2013 to alter the MOA before commencing or clubbing of main objects of TR companies. It cannot be automatic or by operation of law. Needs to state specifically by the TE Company by way of an undertaking.
4. The appointed date proposed is 01.04.2022. Being old, the scheme may be allowed from 01.04.2023 or any other date as deemed fit. It may be noted that the Transferor Companies have filed the Balance sheets as at 31.03.2023.
 5. TR2 & TR3 does not have any pending charges as per charge register /master data maintained by MCA/ROC.
 6. As disclosed, the TR-2 & TR-3 companies are wholly owned subsidiaries of Transferee Company. Hence no shares will be issued pursuant to the amalgamation of the Transferor Companies into Transferee Company. The paid up capital held by the Transferee Company together with its nominees in the respective TR companies shall stand cancelled without any further act, application or deed.
 7. TE Company is a widely held listed Company with substantial public Interest. The Interest of shareholders and creditors of TR companies shall be taken care of. Total 37.52% shares are held by general public, MF, FII, etc.
 8. Being listed Company, the TE Company shall comply with all the requirements of SEBI, BSE, NSE and approval of CCI, if the threshold limit is crossed beyond prescribed limit.
 9. As per the financial statement as at 31.3.2022 TR-2, has entered Into Related Party Transaction amounting to Rs. 22,29,19,533 while TR-3 has Related Party Transaction to the tune of Rs. 84,75,950. Both of the above are loan inter se between TR companies & TE Company. The same should be extinguished by following applicable Accounting Standards.
 10. The Scheme has been approved by the Board of Directors of TR-2 & TR-3 companies in the meeting held on 17.5.2022. The meeting





of shareholders, secured creditors and unsecured creditors of TR-2 & TR-3 Companies have been dispensed by the NCLT vide its order dated 13.4.2023. In spite, the TE Company has to safeguard the Interest of all creditors in all respect including of MSME and statutory Authorities as on date.

11. Both TR2 and TR3 are loss making companies and accumulated losses exceeded the net worth. Once these two entities merged with a listed Company which is a profit making Company, there may be an impact on EPS, net worth, IT and dividend payout of TE Company.
12. The TR2 Company has to pay Rs. 84.15 lakhs and TR3 Company has unsecured loan of Rs. 21.84 crores to TE Company. Once TR companies are merged with TE Company, all the amount which are to be written off will have impact on net worth, EPS, dividend payout, etc. of TE Company.
13. No Employees/workmen of Transferor companies to be retrenched/terminated in the terms of amalgamation of Transferor companies with Transferee Company. The Hon'ble Tribunal may kindly see that TR or TE will not retrench / Swap the staff or employee of Transferor Companies in the guise of surplus staff on account of merger. Need to give a separate undertaking by the Transferee Company in this regard.
14. An undertaking may be obtained from the applicant companies that they will pay applicable stamp duty and other charges to the state government within a reasonable time with an outer limit of 6 months.
15. That the scrutiny of the books of accounts and records of Transferor Companies, the Official Liquidator has engaged NSVM & Associates, No. 63/1, 1st Floor, Above Canara Bank, Railway Parallel Road, Kumara Park West, Bangalore 560 020.
16. That the said Chartered Accountants, has submitted report on Transferor Companies with the Official Liquidator on 01.1.2024.





The Chartered Accountant's reports regarding TR Companies may be treated as part and parcel of this report.

6) The reply affidavit to the Official Liquidator have been filed by the petitioner companies vide Diary No. 3029 dated 29.05.2024, inter alia stating as under:-

- I. **Reply to paras 1 and 2 of the OL report:** It is submitted that the observation in paragraphs 1 & 2 pertains to factual information and do not call for any response.
- II. **Reply to para 3 of the OL report:** It is submitted that the Transferee Company undertake to comply with Section 13 of the Act, 2013 to alter the MOA before commencing or clubbing of main objects of Transferor Companies.
- III. **Reply to para 4 of the OL report:** It is submitted that the Appointed Date may not be changed from 01.04.2022. The appointed date of the Scheme has been kept as 01.04.2022, considering the business requirements and operations of the Transferee Company and the business interest of the amalgamated companies. Further, it is submitted that under law, Appointed Date can be retrospective date. The shareholders and creditors of the respective Petitioner Companies have given their consent to the scheme by way of affidavits. Therefore, if the Appointed Date is changed from 01.04.2022, it will not be in the interest of the Scheme and will adversely affect the business requirements and operations of the Transferor Companies and the Transferee Company.
- IV. **Reply to paras 5 and 6 of the OL report:** It is submitted that the same pertains to factual information and does not call for any response.
- V. **Reply to para 7 of the OL report:** It is submitted that since the Transferor Companies are Wholly Owned Subsidiaries of the Transferee Company and the Transferee Company will be surviving





entity after merger becomes effective, the interest of the shareholders of the Transferor Companies will be protected in all respects. Also, as per Clause 4 of the Scheme, post- merger all liabilities of Transferor Companies will become liabilities of Transferee Company. Therefore, interest of all creditors of the Transferor Companies will be protected in spirit as provide in the Scheme.

- VI. **Reply to para 8 of the OL report:** It is submitted that being listed company, the TE company shall comply with all the requirements of SEBI, BSE, NSE and approval of CCI, if the threshold limit is crossed beyond prescribed Transferee Company undertakes to comply with all the requirements of SEBI, BSE, NSE, approval of CCI to the extent applicable. However, it is not applicable since it does not cross the threshold limit criteria.
- VII. **Reply to para 9 of the OL report:** It is submitted that pursuant to clause 12.4 of the scheme, both of the above transactions will be extinguished as per applicable Accounting Standard.
- VIII. **Reply to para 10 of the OL report:** It is submitted that as per clause 4 of scheme, post-merger all liabilities of Transferor Companies will become liabilities of Transferee Company. Therefore, interest of all creditors including MSME creditors of Transferor Companies and statutory authorities is protected in spirit as provided in the Scheme.
- IX. **Reply to para 11 of the OL report:** It is submitted that the Transferor Companies are wholly owned subsidiaries of the Transferee Company and the Transferee Company being a listed company has always presented consolidated financials to its shareholders for approval. Further, this proposed merger is to consolidate the group entities & business and upon the scheme becoming effective, the Transferor Companies shall stand dissolved, all the assets, liabilities and reserves of the Transferor Companies will be recorded at the carrying values in the





consolidated financial statements. Further, Petitioners complied with the procedure set out in the Companies Act, 2013 and that the proposed scheme of compromise or arrangement is not in violation law, unconscionable or contrary to public policy. In any case, the impact of losses of the Transferor Companies is immaterial considering the size operations and profits of the Transferee Company.

- X. **Reply to para 12 of the OL report:** It is submitted that as per Clause 12.4 of the Scheme, inter-company balances between the Transferee Company and/or each of the 3 Transferor Company, if any, appearing in the books of each of the 3 Transferor Company and/or the Transferee Company, shall stand cancelled. Hence, there is no impact on the net worth, EPS, dividend payout, etc. of the Transferee Company. Above all, the Transferor Companies are wholly owned subsidiaries of the Transferee Company and the effect of the Wholly Owned Subsidiary's Balance Sheets always have been reflected in the Consolidated Financial Statement of the Transferee Company.
- XI. **Reply to para 13 of the OL report:** It is submitted that as stated in clause 10 of the scheme, all employees of the Transferor Companies will become employees of Transferee Company without any break or interruption. Further, the Transferee Company undertakes not to retrench or terminate any of the Employees of Transferor Companies pursuant to the merger.
- XII. **Reply to para 14 of the OL report:** It is submitted that the Petitioner Companies undertakes applicable stamp duty, if any and other charges, if any to the state government within a reasonable time with an outer limit of 6 months.
- XIII. In para 16 of the OL report regarding the Chartered Accountants report, it is noticed that the NSVM & Associates, Chartered Accountants vide its report dated 29.12.2023 has given the following comments:





- a. The Transferor Company has maintained proper books of accounts, statutory register and records as required by the Companies Act, 2013.
- b. The affairs of the Transferor Company have been conducted in a manner not prejudicial to the interest of creditors, employees or the members or the public.
- c. Nothing has come to our attention during our review which causes us to believe that the affairs of the Transferor Company has not been carried out in the manner required by the Companies Act, 2013.

7) The Income Tax Department has filed its report vide Diary No. 1810 dated 19.03.2024 in respect of Shree Renuka Agri Venture/Transferor Company No.2 wherein it has been pointed out as under:

Sl. No.	Components of the Proposal	Observation of A. O.
1.	Details of proposal	Petition filed to obtain sanction of the Hon'ble Tribunal to the scheme of Amalgamation of Monica Trading Pvt. Ltd. (Transferor company No.1) and Shree Renuka Agri Venture Ltd. (Transferor Company No.2) and Shree Renuka Tunaport Pvt. Ltd. (Transferor Company No.3) with Shree Renuka Sugar Ltd. (Transferee Company) and their respective shareholders.
2.	Details of benefits as stipulated in the scheme	The amalgamation of all the Transferee Companies with the Transferee Company would inter alia have the following benefits: (a) Simplify group and business structure and achieve operational synergies, (b) Optimized legal structure of the group with elimination of multiple legal entities – The Transferor Companies being Wholly Owned Subsidiaries of the Transferee Company, are under the management and control of the Transferee Company and are part of the same group. It would be advantageous to merge the said entities to ensure focused management in the Transferee Company thereby resulting in efficiency of management and maximizing value to the shareholders; (c) With the proposed amalgamation, the Transferee Company will be able to pool all the resources such as employees, technology etc. of Transferor Companies to optimally utilize the same and in the combined entity unlocking growth potential for proposed business expansion etc.
3.	Details of any proceedings pending against the applicant company under the Income Tax Act	Nil
4.	Details of tax demand pending for recovery	Nil





	(year wise amount outstanding)																																									
5.	Details of pendency of investigation/enquiry proceeding, if any	There are investigation/enquiry proceedings pending.																																								
6.	Whether proposed scheme will impact allow ability of carry forward losses of unabsorbed depreciation or any benefits the IT Act. If yes, quantify the amount of tax effect compliance of section 72A	<p>The details of losses or unabsorbed depreciation carried forward to the next year as per the latest return of income of assessee i.e. for AY. 2023-24 is as under As per SCHEDULE CFL</p> <table border="1"> <thead> <tr> <th>A.Y.</th> <th>Date of filing of ITR</th> <th>Brought forward business loss</th> <th>Brought forward Business available for set off for future years</th> </tr> </thead> <tbody> <tr> <td>2015-16</td> <td>18.09.2015</td> <td>3,32,417</td> <td>3,32,417</td> </tr> <tr> <td>2016-17</td> <td>27.09.2016</td> <td>1,88,28,677</td> <td>1,88,28,677</td> </tr> <tr> <td>2017-18</td> <td>28.09.2017</td> <td>2,02,88,018</td> <td>2,02,88,018</td> </tr> <tr> <td>2018-19</td> <td>03.10.2018</td> <td>1,92,65,448</td> <td>1,92,65,448</td> </tr> <tr> <td>2019-20</td> <td>27.09.2019</td> <td>1,26,429</td> <td>1,26,429</td> </tr> <tr> <td>2020-21</td> <td>24.11.2020</td> <td>1,49,133</td> <td>1,49,133</td> </tr> <tr> <td>2021-22</td> <td>01.02.2022</td> <td>1,02,791</td> <td>1,02,791</td> </tr> <tr> <td>2022-23</td> <td>26.09.2022</td> <td>1,06,770</td> <td>1,06,770</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total</td> <td>5,91,99,683</td> </tr> </tbody> </table> <p>The assessee shown business income for the AY 2023-24 at Rs.13,78,149/- and after adjustment of above loss the assessee has shown total loss to be carried forward to future years at Rs.5,78,21,534/- Further the assessee has shown loss for the A.Y. Rs.17,83,64,036/- As per Schedule UD-Unabsorbed Depreciation and Allowance under Section 35(4) the assessee has shown carried forward unabsorbed depreciation to future years at Rs.21,103/-.</p> <p>The proposed scheme will not impact allow-ability of carry forward losses, Unabsorbed Depreciation or any other benefit under the Act as the Business Loss, Unabsorbed Depreciation loss of an amalgamated Company if certain conditions mentioned in Section 72A are satisfied. Accordingly, the proposed scheme won't have any tax benefits under the IT Act to merged entity.</p>	A.Y.	Date of filing of ITR	Brought forward business loss	Brought forward Business available for set off for future years	2015-16	18.09.2015	3,32,417	3,32,417	2016-17	27.09.2016	1,88,28,677	1,88,28,677	2017-18	28.09.2017	2,02,88,018	2,02,88,018	2018-19	03.10.2018	1,92,65,448	1,92,65,448	2019-20	27.09.2019	1,26,429	1,26,429	2020-21	24.11.2020	1,49,133	1,49,133	2021-22	01.02.2022	1,02,791	1,02,791	2022-23	26.09.2022	1,06,770	1,06,770	Total			5,91,99,683
A.Y.	Date of filing of ITR	Brought forward business loss	Brought forward Business available for set off for future years																																							
2015-16	18.09.2015	3,32,417	3,32,417																																							
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2017-18	28.09.2017	2,02,88,018	2,02,88,018																																							
2018-19	03.10.2018	1,92,65,448	1,92,65,448																																							
2019-20	27.09.2019	1,26,429	1,26,429																																							
2020-21	24.11.2020	1,49,133	1,49,133																																							
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2022-23	26.09.2022	1,06,770	1,06,770																																							
Total			5,91,99,683																																							
7.	Whether the proposed scheme will have any impact of exemption of capital gain tax/ dividend distribution tax	<p>1. <u>Tax exception to the Amalgamating Company:</u> According to Section 47(vi) of the Act [5], Any transfer of capital assets performed as part of an amalgamation plan from an amalgamated Company in India is not regarded as a transfer, and as a result, the amalgamating Company does not have to pay any capital gains tax on the transaction.</p> <p>2. <u>Tax benefits for shareholders of a merging company:</u> When a shareholder transfers shares in the emerging company in exchange for being given shares in the combined company, the transfer is not treated as a transfer under Section 47(vii) of the Act, on the basis, the shareholder of the merging business does not realize a capital gain</p>																																								





		Further, proposed scheme will not impact Dividend Distribution Tax in any manner.				
8.	Whether in view of the assessing officer prime facie GAAR provisions appear to be attracted in the scheme of arrangement	No, there is no pending proceedings and demand outstanding in this case. Hence, prime facie GAAR provisions not appeared to be attracted in the scheme of amalgamation.				
9.	Comments on valuation report attached to the scheme	No report has been filed along with the application				
10.	In case of reverse merger where loss making company continues to exist and profit making company dissolves to reduce its tax. What is specific reasons for contention of loss making company? Need to examine applicability of provisions of GAAR	Not applicable Proposed scheme is not a case of reverse merger				
11.	Details of ITRs filed by the Company	Details of ITR filed by Shree Renuka Agri Ventures Ltd. (AAMCS1841C)				
	A.Y.	Date of filing	u/s.	Income/loss (in Rs.)	Total Tax Paid	TDS (in Rs.)
	2023-24	26.09.2023	139(1)	0	2,22,472	0
	2022-23	26.09.2022	139(1)	(-)1,07,637	0	0
	2021-22	01.02.2022	139(1)	(-)1,03,810	0	0
	2020-21	24.11.2020	139(1)	(-)1,50,331	0	0
	2019-20	27.09.2019	139(1)	(-)1,27,841	0	0
	2018-19	03.10.2018	139(1)	(-)1,92,67,117	0	0
	2017-18	28.09.2017	139(1)	(-)2,02,90,114	0	0
	2016-17	27.09.2016	139(1)	(-)1,88,31,404	0	0
	2015-16	18.09.2015	139(1)	(-)3,36,292	0	0
	2014-15	24.09.2014	139(1)	(-)17,83,64,036	0	0
	Further as per ITR for AY 2023-24 SCHEDULE MATC-COMPUTATION OF TAX CREDIT UNDER SECTION 115JAA, the assessee has shown balance MAT credit available for credit in subsequent assessment years					
12.	Whether scheme is opposite to public policy. It need to examine whether promoters are only getting benefit and also examine, if possible, quantum of tax evaded which is proposed to be avoided through the scheme arrangement	The scheme is not opposed to Public policy.				





8) Further, in the reply filed vide Diary No.3131 dated 03.06.2024 by the Petitioner Companies to the report filed by the ROC/RD, the Ld. Counsel for the Petitioners has attached the copy of the letter dated 13.03.2024 issued by the Joint Commissioner of Income Tax stating that the scheme of amalgamation of Monica Trading Pvt. Ltd., Shree Renuka Agri Ventures Ltd., Shree Renuka Tunaport Pvt. Ltd. and Shree Renuka Sugars Ltd. are not opposed to public policy and there are no investigation/enquiry proceedings are pending in the aforesaid cases.

9) The Ld. Counsel for the Petitioners has filed a memo Vide Diary No.3996 dated 09.07.2024, wherein it is stated that;

"3.Regarding para no.2 of the said order, the Petitioner Companies state that as per the Report of the Income Tax Department (IT), in respect of the Petitioner Companies, there are no outstanding demand, no investigation/enquiry proceedings are pending against any of the Petitioner Companies and the Assessing Officer reported that the Scheme of Amalgamation of the Petitioner Companies are not opposed to public policy. Hence, the aforesaid report of the IT Department pertain to factual information which does not contain any observation and did not call for any further response. In any case, the tax impact-post merger will be subject to due assessments by the Income Tax Department and the Petitioner Companies undertakes to comply with the provisions of the Income Tax Act."

10) On 07.08.2024 the learned counsel for the RoC submitted that there are no further observations after considering the reply filed by the Petitioner Companies.

11) In respect of the observations of the ROC and the OL regarding the amalgamation of a profit making Company with a loss making Company, we have considered the replies of the Petitioner Companies, it is hereby observed that there is no bar under the provisions of the Companies Act as well as under the Income Tax Act, 1961 for amalgamation of a loss making Company with a profit making Company. However, the set off and carryforward of the business losses and unabsorbed depreciation is subject to the provisions of Section 72A of the Income Tax Act, 1961 and





the Assessing Officer under the Income Tax Act is free to take a decisions as per the provisions of the Income Tax Act, irrespective of the approval granted for this scheme of amalgamation.

- 12) The reports of the RoC/RD, OL and the IT Dept. are taken on record and replies filed by the Petitioner Companies to the Report of the RoC/RD and OL are also taken on record.
- 13) The Authorised Signatory of the Petitioner Companies have filed Affidavits dated 27.09.2023 stating that there are no investigation proceedings pending against the Petitioner Companies or its Directors under the Companies Act, 2013 and the Companies Act, 1956 or under any other statutes and the Company Petition does not envisage for Corporate Debt Restructuring or Capital Reduction and the Scheme does not provide for any kind of arrangement with the Creditors of the Petitioner Companies and thereby corporate Debt Restructuring is not applicable to the Scheme.
- 14) Heard the learned Counsels for the Petitioner Companies. We have carefully perused the pleadings of the parties.
- 15) In view of the above discussion, we conclude that the objections/ observations to the Scheme received from RoC, RD, OL and IT Dept. have been adequately explained by the Petitioner Companies and hence there is no impediment in approval of the Scheme.
- 16) It is seen that in the para 5 of the Common Report filed by the RoC & RD, the Appointed Date was desired to be changed to 01st April, 2023 from 01st April, 2022. The explanation given by the Petitioner Companies for not filing the Scheme within one year from the Appointed Date is found to be reasonable and not against public interest. Therefore, the Scheme is in compliance with the requirement clarified vide Circular No.7/12/2019/CL-dated 21.08.2019 issued by Ministry of Corporate Affairs, para 6 (c) of the said Circular, which reads as under:





"6(c): Where the 'Appointed Date' is chosen as a specific calendar date, it may precede the date of filing of the Application for scheme of merger/amalgamation in NCLT. However, if the 'Appointed Date' is significantly ante-date beyond a year from the date of filing, the justification for the same would have to be specifically brought out in the scheme and it should not be against public interest."

In respect of the observations made by the RoC/RD and OL regarding the Appointed Date and the MCA Circular mentioned above, we have perused the explanation furnished by the Petitioner Companies and we are of the opinion that no change is required regarding the chosen Appointed Date, and it is retained as proposed.

- 17) **In view of the above directions, the Scheme of Amalgamation as annexed at Annexure – A is approved** and we hereby declare that the Scheme is to be binding on all the Shareholders and Creditors of the Petitioner Companies. while approving the Scheme, it is clarified that this order should not be constructed as an order in anyway granting exemption from payment of any stamp duty, taxes, or any other charges, if any, and payment in accordance with law or in respect of any permission/ compliance with any other requirement which may be specifically required under any law. With the sanction of the Scheme, the Transferor Company shall stand dissolved without being wound-up, without any further act or deed.

AND THIS TRIBUNAL DOES FURTHER ORDER:

- (i) That the Petitioner Companies do, 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, Karnataka for registration. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the said Transferee Company and the files relating to Transferor and Transferee Companies shall be consolidated accordingly, as the case may be; and





- (ii) That the Transferee Company shall deposit an amount of **Rs.75,000/-** in favour of "Pay and Accounts Officer, Chennai in respect of the Regional Director, South East Region, Ministry of Corporate Affairs, Hyderabad" and **Rs.25,000/-** in favour of 'The Prime Minister's National Relief Fund', within a period of four weeks from the date of receipt of certified copy of this Order; and
- (iii) The Petitioner Companies are directed to comply with all the undertakings given by them in their reply filed to the ROC/RD, OL & IT report; and
- (iv) The Petitioner Companies are directed to make compliance to the provisions of Section 170A of the Income Tax Act, 1961 within the stipulated period of time; and
- (v) That any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary; and
- (vi) The approval/sanctioning of the Scheme shall not be construed as an exemption from any of the provisions under the Income Tax Act, 1961 or the Companies Act, 2013 and that the authorities under both the Acts, are at liberty to take appropriate action, in accordance with law, if so advised.
- 18) As per the directions, Form No.CAA-7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, formal orders be issued on the petitioner Company on filing of the Schedule Property i.e., (i) freehold property of the 'Industrial Undertakings' of the Transferor Company and (ii) leasehold property of 'Industrial Undertakings' of the Transferor Company by way of affidavit of the 'Industrial Undertakings' of the Transferor Company.
- 19) **Accordingly, C.P. (CAA) No.45/BB/2023 is disposed of.**
- 20) Copy of this Order be communicated to the Counsel for the Petitioner Companies.





21) The Learned Counsel for the Petitioner Companies is directed to serve a copy of this Order to all the Statutory Authorities within ten days from the date of receipt of copy of this order.

-Sd-
(MANOJ KUMAR DUBEY)
MEMBER (TECHNICAL)

-Sd-
(K. BISWAL)
MEMBER (JUDICIAL)



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[Signature]
Deputy/Assistant Registrar/Court Officer
National Company Law Tribunal
Bengaluru Bench

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-III**

CP (CAA)/48/MB-III/2023

Connected with

CA(CAA)/243/MB-III/2022

IN THE MATTER OF THE COMPANIES ACT, 2013

AND

**IN THE MATTER OF SECTIONS 230 TO 232 OF
THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES
ACT, 2013**

AND

**IN THE MATTER OF SCHEME OF
AMALGAMATION OF MONICA TRADING
PRIVATE LIMITED AND SHREE RENUKA AGRI
VENTURES LIMITED AND SHREE RENUKA
TUNAPORT PRIVATE LIMITED WITH SHREE
RENUKA SUGARS LIMITED AND THEIR
RESPECTIVE SHAREHOLDERS**

MONICA TRADING PRIVATE LIMITED

CIN : U51502MH2006PTC163752

**7th Floor, Devchand House, Shiv Sagar Estate,
Dr. Annie Besant Road,
Worli, Mumbai- 400018**

... Petitioner Company / Transferor Company No. 1

SHREE RENUKA AGRI VENTURES LIMITED

CIN : U15330KA2008PLC047205

**2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10634,
JNMC Road, Nehru Nagar, Belagavi- 590010**

... Non-Petitioner Company / Transferor Company No. 2

SHREE RENUKA TUNAPORT PRIVATE LIMITED

CIN : U45205KA2013PTC067486

2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10634,



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - III

CP(CAA)/48/MB-III/2023
connected with
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JNMC Road, Nehru Nagar, Belagavi- 590010

... Non-Petitioner Company / Transferor Company No. 3

SHREE RENUKA SUGARS LIMITED

CIN : L01542KA1995PLC019046

2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10634,

JNMC Road, Nehru Nagar, Belagavi- 590010

... Non-Petitioner Company / Transferee Company

Order dated: 27th July, 2023

CORAM: **SHRI H.V. SUBBA RAO, HON'BLE MEMBER (Judicial)**
MS. MADHU SINHA, HON'BLE MEMBER (Technical)

Appearance :

For the Petitioner Company

:

Ms. Shruti Kelji-Pednekar, Advocate

For the Regional Director

:

Mr. Bhagwati Prasad, Representative of
the Regional Director MCA (WR), Mumbai

ORDER

1. Heard the Learned Counsel for the Petitioner Company and the representative of the Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai. No objector has come before this Tribunal to oppose the Scheme, nor has any party controverted any averments made in the Petition to the said Scheme.
2. The sanction of the Tribunal is sought under Section 232 read with Section 230 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, to



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the Scheme of Amalgamation of Monica Trading Private Limited and Shree Renuka Agri Ventures Limited and Shree Renuka Tunaport Private Limited (collectively referred to as 'Transferor Companies') with Shree Renuka Sugars Limited (Transferee Company) and their respective shareholders ("the Scheme").

3. The Appointed Date in the Scheme is 1st April, 2022
4. The Petitioner Company is engaged in business of general merchants and wholesale traders including import / export in merchandise, goods, mineral products, machinery and equipment including agricultural products. The Petitioner Company is located at Mumbai and other Non-Petitioner Companies are located in Bangalore.
5. The Learned Advocate for the Petitioner Company submit that the Board of Directors of the Transferor Company No.1, Transferor Company No. 2 and Transferor Company No. 3 have approved the Scheme vide board resolutions dated 17th May, 2022 and the Board of Directors of the Transferee Company have approved the Scheme vide board resolution dated 24th May, 2022.
6. As the Transferor Company No. 1, Transferor Company No. 2 and Transferor Company No. 3 are Wholly Owned Subsidiaries of the Transferee Company, no consideration shall be payable pursuant to the Amalgamation of the Transferor Companies into and with the Transferee Company. The paid up capital held by the Transferee Company together with its nominees in the respective Transferor Companies, shall stand cancelled without any further act, application or deed. It is further clarified that since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, no consideration shall be discharged by the Transferee Company pursuant to the Amalgamation of the Transferor Companies.
7. The rationale for the Scheme is as under:



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- (i) Simplify group and business structure and achieve operational synergies;
- (ii) Optimized legal structure of the group with elimination of multiple legal entities - The Transferor Companies being Wholly Owned Subsidiaries of the Transferee Company, are under the management and control of the Transferee Company and are part of the same group. It would be advantageous to merge the said entities to ensure focused management in the Transferee Company thereby resulting in efficiency of management and maximizing value to the shareholders;
- (iii) With the proposed amalgamation, the Transferee Company will be able to pool all the resources such as employees, technology etc. of the transferor companies to optimally utilize the same and in the combined entity unlocking growth potential for proposed business expansion; Reduced operational costs due to combined efforts, eliminating duplication of administrative work, communications / coordination efforts across the group entities, multiplicity of legal and regulatory compliances thereby ensuring optimum utilization of available resources and integrated management focus which will enable a structured, sharper and better management focusing on holistic growth of the businesses;

The proposed amalgamation seeks to achieve operational and economic synergies that will be beneficial, advantageous and not prejudicial to the interest of shareholders, debenture holders, creditors and other stakeholders of Transferor Companies and Transferee Company.

8. The Learned Advocate for the Petitioner Company submits that the Petition has been filed in consonance with the Order dated 10th October, 2022, passed in CA(CAA)/243/MB-III/2022 by this Bench.



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9. The Learned Advocate for the Petitioner Company submits that the Petitioner Company complied with all the requirements as per directions of this Tribunal and have filed necessary Affidavits of service with this Tribunal.
10. Regional Director has filed a Report dated 26th day of April, 2023 having certain observations. The said observations of the Regional Director and response submitted by the Petitioner Company vide Rejoinder Affidavit are as follows :

Sr. No	Observation	Company's Response / Reply
a)	In compliance of AS-14 (IND-AS 103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.	The Petitioner Company undertakes that in compliance of Accounting Standard-14 (IND-AS 103), as may be applicable, the Transferee Company will pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), etc.
b)	<u>As per Definition of the Scheme.</u> "Appointed Date" - for the purpose of this Scheme means 1 st April, 2022; And "Effective Date" means the last of the dates on which all conditions and matters referred to in Clause 17 have been fulfilled, obtained, or waived. Any reference in this Scheme to the date of	The Petitioner Company undertakes to comply with the Circular No. F No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.



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<p><i>"coming into effect of the / this Scheme" or "Scheme becoming effective shall be construed accordingly;</i></p> <p><i>In this regard, it is submitted that section 232 (6) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the Scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account its inherent powers.</i></p> <p><i>The Petitioners may be asked to comply with requirements as clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</i></p>	
<p>c) <i>Petitioner Company have to undertake to comply with Section 232(3)(i) of the Companies Act, 2013, where the transferor company is dissolved, the fee and stamp duty paid by the transferor company on its authorized capital shall be set-off against fees and stamp duty payable by the Transferee Company on its authorized capital subsequent to the amalgamation and therefore, petitioners to undertake that</i></p>	<p>The Petitioner Company undertakes to comply with Section 232(3)(i) of the Companies Act, 2013, where the transferor company is dissolved, the fee paid by the transferor companies on its authorized capital shall be set-off against fees payable by the Transferee Company on its</p>



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	<p><i>the transferee company shall pay the difference of fees and stamp duty.</i></p>	<p>authorized capital subsequent to the amalgamation. Further, the Petitioner Company undertakes that the Transferee Company will pay the balance amount of the fees, if any, on its increasing Authorised share capital.</p>
d)	<p><i>The Hon'ble Tribunal may kindly seek the undertaking that this scheme is approved by the requisite majority of members and creditors as per Section 230(6) of the Act in meetings duly held in terms of Section 230(1) read with 7 subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tribunal</i></p>	<p>The Petitioner Company states that pursuant to the Hon'ble NCLT Order dated 13th October, 2022 passed in C.A.(CAA)/243/MB/2022, in view of the consent affidavits given by all the Equity Shareholders of the Petitioner Company, meeting of the Equity Shareholders was dispensed with. Further, as stated in the Order, there were no secured creditors in the Petitioner Company and hence, question of convening the meeting of secured creditors of petitioner company did not arise. Further, the meeting of Unsecured Creditors of Petitioner Company has been dispensed with by the NCLT in view of the consent affidavit</p>



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		<p>submitted by the unsecured creditor of Petitioner Company representing the 96.74% in value and directed to issue notices to remaining unsecured creditors as per the provisions of Section 230(5) of the Companies Act, 2013 and the Petitioner Company has been duly complied with the said direction. The Affidavit of Service dated 09th February, 2023 in respect of the said compliances was filed with the Hon'ble NCLT. The Petitioner Company is not in receipt of any response from any of the Unsecured Creditors till date. In any case, the Petitioner Company undertakes that the interest of all the Creditors will be protected and remain unaffected by the scheme.</p>
e)	<p><i>The Petitioner Company states that the Transferee Company shall be in compliance with provisions of Section 2(1B) of the Income Tax Act, 1961. In this regards, the petitioner company shall ensure compliance of all the provisions of Income Tax Act and Rules thereunder;</i></p>	<p>The Petitioner Company undertakes to comply with provisions of Section 2(1B) of the Income Tax Act, 1961 as well as all other provisions of Income Tax Act and Rules thereunder.</p>



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CA(CAA)/243/MB-III/2022

f)	<p>It is observed that Transferor Company-2, Transferor Company-3 and Transferee Company pertain to NCLT of Karnataka, therefore, petitioner companies may be directed to get similar approval from NCLT Karnataka.</p>	<p>The Petitioner Company states that Transferor Company No. 2, Transferor Company No. 3 and Transferee Company has already has already filed similar Application with Hon'ble National Company Law Tribunal (NCLT), Bengaluru Bench which has been admitted on 13th April, 2023. In any case, the Petitioner Company undertakes to obtain approval of NCLT, Bengaluru Bench before giving effect to the Scheme.</p>								
g)	<p>It is observed from latest MGT-7 for the year ending 31.03.2022 filed by the Transferor company-1 that transferor company-1 has following corporate body shareholders having more than 10% shareholding, but form Ben-2 has not been filed:-</p> <table border="1" data-bbox="316 1572 933 1989"> <thead> <tr> <th>Name of the Company</th> <th>Name of the shareholder</th> <th>Percentage of shareholding</th> <th>Status of Ben-2</th> </tr> </thead> <tbody> <tr> <td>MONICA TRADING PRIVATE LIMITED (Transferor</td> <td>Shree Renuka Sugars Limited</td> <td>100%</td> <td>Not filed</td> </tr> </tbody> </table>	Name of the Company	Name of the shareholder	Percentage of shareholding	Status of Ben-2	MONICA TRADING PRIVATE LIMITED (Transferor	Shree Renuka Sugars Limited	100%	Not filed	<p>The Petitioner Company states that the Petitioner Company does not have / had any "Significant Beneficial Owner" as there is no individual who:</p> <p>a) Holds 10% shares or 10% of voting rights in the shares of Petitioner Company; or</p> <p>b) Has right to receive or participate in a financial year in at least 10% of total distributable dividend, or of any other distribution by the Petitioner Company; or</p>
Name of the Company	Name of the shareholder	Percentage of shareholding	Status of Ben-2							
MONICA TRADING PRIVATE LIMITED (Transferor	Shree Renuka Sugars Limited	100%	Not filed							



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - III

CP(CAA)/48/MB-III/2023
connected with
CA(CAA)/243/MB-III/2022

Company No.1)				
<p>Therefore, petitioner company may be directed to clarify and comply with the same as required u/s. 90 of the Companies Act, 2013 r.w. Companies (Significant Beneficial Owners) Rules, 2018.</p>				<p>c) Either through indirect holding or together with direct holding has right to exercise or the actual exercise of "significant influence" or "Control" over the Petitioner Company.</p> <p>In view of the above, it is submitted that the requirement to comply with Section 90 of Companies Act, 2013 (filing of form BEN-2 in respect of "Significant Beneficial Owner") did not arise. Nonetheless, the Petitioner Company undertakes to comply with the requirements / consequences, if any, of Section 90 of the Companies Act, 2013 in the event is applicable / crystallized.</p> <p>Further, the Petitioner Company undertakes that the ROC is at liberty to initiate prosecution proceedings in case of any default in respect of</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL
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CP(CAA)/48/MB-III/2023
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		BEN-2 by the petitioner company.
h)	<p>That on examination of the report of the Registrar of Companies, Mumbai dated 25.04.2023 (Annexed as Annexure A-1) that all the Petitioner Companies falls within the jurisdiction of ROC, Mumbai. It is submitted that no complaint and / or representation regarding the proposed scheme of Amalgamation has been received against the Petitioner Companies. Further, the Petitioner Companies have filed its Financial Statements up to 31.03.2022 further observations in ROC report are as under:-</p> <p>i. That the ROC, Mumbai in his report dated 25.04.2023 has stated that no inquiry, inspection, investigation & prosecution is pending against the subject applicant companies.</p> <p>ii. Notice shall be served to those unsecured creditors of the Applicant Company whose consent is not received.</p>	<p>i. The Petitioner Company states that the said para does not contain any observation, instead, it merely states factual information / comments which are positive in nature and does not call for any reply.</p> <p>ii. The Petitioner Company states that pursuant to the directions of NCLT, Mumbai wide order of dated</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL
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<p>iii. As per the provisions of Section 232(3)(1) of the Companies Act, 2013, where the Transferor Company is dissolved, the fee, if any, paid by the Transferor company on its authorized capital shall be set-off against any fees payable by the Transferee Company on its authorized capital subsequent to the amalgamation. Therefore, remaining fee, if any after setting-off the fees already paid by the Transferor Company on its authorized capital, has to be paid by the</p>	<p>13th October, 2022, notices alongwith Scheme of Amalgamation have already been issued to all the unsecured creditors who had not given their consents. The Petitioner Company is not in receipt of any response from any of the Unsecured Creditor till date. In any case, the Petitioner Company undertakes that the interest of all the Creditors will be protected and remain unaffected by the scheme.</p> <p>iii. The Petitioner Company undertake that the fee, if any, paid by the Transferor Companies on its Authorised Capital will be set-off against any fees payable by the Transferee Company on its Authorised Capital subsequent to the Merger by Absorption in accordance with the of section</p>
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IN THE NATIONAL COMPANY LAW TRIBUNAL
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connected with
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<p><i>Transferee Company on the increased authorized capital subsequent to the amalgamation.</i></p> <p><i>iv. Interest of the creditors should be protected.</i></p>	<p>232(3)(i) of Companies Act, 2013 and affirms that it will comply with the provisions of the section. Further, the Petitioner Company undertakes that the Transferee Company will pay the balance amount of the fees, if any, on its increasing Authorised share capital.</p> <p>iv. The Petitioner Company states that pursuant to the Hon'ble NCLT Order dated 13th October, 2022 passed in C.A.(CAA)/243/MB/2022, there were no secured creditors in any of the Petitioner Company and hence, question of convening the meeting of secured creditors of petitioner company did not arise. Further, the meeting of Unsecured Creditors of Petitioner Company has been dispensed with by the NCLT in view of the consent affidavit submitted by the</p>
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		<p>unsecured creditor of Petitioner Company representing the 96.74% in value and directed to issue notices to remaining unsecured creditors as per the provisions of Section 230(5) of the Companies Act, 2013 and the Petitioner Company has been duly complied with the said direction. The Affidavit of Service dated 09th February, 2023 in respect of the said compliances was filed with the Hon'ble NCLT. The Petitioner Company is not in receipt of any response from any of the Unsecured Creditors till date. In any case, the Petitioner Company undertakes that the interest of all the Creditors will be protected and remain unaffected by the scheme.</p>
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11. Mr. Bhagwati Prasad, representative of Office of Regional Director (WR), Mumbai, appeared on the date of hearing and submits that above explanations and clarifications given by the Petitioner Company in response are satisfactory and they have no further objection to the Scheme.



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12. The Official Liquidator has filed his report dated 30th March, 2023 in the consolidated Company Scheme Petition No. CP (CAA) NO. 48/MB -III/2023, inter alia, stating therein that the affairs of the Transferor Company has been conducted in a proper manner not prejudicial to the interest of the Shareholders of the Transferor Company and that the Transferor Company may be ordered to be dissolved without the process of winding up by this Tribunal.
13. The Income Tax Department will be at liberty to examine the aspect of any tax payable as a result of this scheme and in case it is found that the scheme ultimately results in tax avoidance under the provisions of Income Tax Act, it shall be open to the income tax authorities to take necessary action as possible under the Income Tax Law.
14. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy considering that no objection has so far been received from any authority or creditors or members or any other stakeholders.
15. Since all the requisite statutory compliances have been fulfilled, Company Petition bearing CP(CAA)/48/MB-III/2023 is made absolute.
16. The Petitioner Company is directed to file a certified copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Company, electronically, in e-Form INC-28 within 30 days from the date of receipt of certified copy of the final order sanctioning Scheme from the Registry of National Company Law Tribunal, Mumbai Bench and Bengaluru Bench, whichever is later.
17. The Petitioner Company to lodge a copy of this order and the Scheme duly authenticated by the Deputy Registrar or the Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable within 60 days



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- from the date of receipt of certified copy of the final order sanctioning Scheme from the Registry of National Company Law Tribunal, Mumbai Bench and Bengaluru Bench, whichever is later.
18. All regulatory authorities concerned to act on a copy of this Order alongwith Scheme duly certified by the Deputy Registrar or Assistant Registrar, National Company Law Tribunal, Mumbai.
19. Ordered Accordingly. Pronounced in open court today.

Sd/-

MADHU SINHA
Member (Technical)

Sd/-

H.V. SUBBA RAO
Member (Judicial)

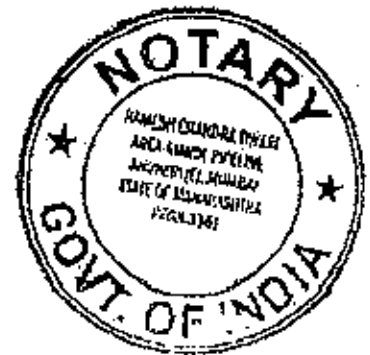
Certified True Copy _____
Date of Application 02/8/2023
Number of Pages 16
Fee Paid Rs. 80/-
Applicant called for collection copy on 16/8/23
Copy prepared on 16-8-2023
Copy issued on 16/8/2023



[Signature]
Deputy Registrar 16-8-2023

National Company Law Tribunal, Mumbai Bench

SCHEME OF AMALGAMATION
OF
MONICA TRADING PRIVATE LIMITED
(Transferor Company No. 1)
AND
SHREE RENUKA AGRI VENTURES LIMITED
(Transferor Company No. 2)
AND
SHREE RENUKA TUNAPORT PRIVATE LIMITED
(Transferor Company No. 3)
WITH
SHREE RENUKA SUGARS LIMITED
(Transferee Company)
AND
THEIR RESPECTIVE SHAREHOLDERS



This Scheme of Amalgamation is presented under Sections 230 and 232 of the Companies Act, 2013 and other related provisions of the Act and the Rules framed thereunder for Amalgamation of MONICA TRADING PRIVATE LIMITED and SHREE RENUKA AGRI VENTURES LIMITED and SHREE RENUKA TUNAPORT PRIVATE LIMITED (collectively referred to as "Transferor Companies") with SHREE RENUKA SUGARS LIMITED ('Transferee Company').



RATIONALE FOR THE SCHEME

The Amalgamation of Transferor Companies with the Transferee Company would inter alia have the following benefits / synergies:

1. Simplify group and business structure and achieve operational synergies;



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 Director 

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2. Optimized legal structure of the group with elimination of multiple legal entities - The Transferor Companies being Wholly Owned Subsidiaries of the Transferee Company, are under the management and control of the Transferee Company and are part of the same group. It would be advantageous to merge the said entities to ensure focused management in the Transferee Company thereby resulting in efficiency of management and maximizing value to the shareholders;

3. With the proposed amalgamation, the Transferee Company will be able to pool all the resources such as employees, technology etc. of the transferor companies to optimally utilize the same and in the combined entity unlocking growth potential for proposed business expansion;

4. Reduced operational costs due to combined efforts, eliminating duplication of administrative work, communications / coordination efforts across the group entities, multiplicity of legal and regulatory compliances thereby ensuring optimum utilization of available resources and integrated management focus which will enable a structured, sharper and better management focusing on holistic growth of the businesses;

The proposed amalgamation seeks to achieve operational and economic synergies that will be beneficial, advantageous and not prejudicial to the interest of shareholders, debenture holders, creditors and other stakeholders of Transferor Companies and Transferee Company.



The Scheme is divided in the following Parts:

Part A - deals with Definitions and Share Capital.

Part B - deals with Scheme of Amalgamation of Monica Trading Private Limited and Shree Renuka Agri Ventures Limited and Shree Renuka Tunaport Private Limited with Shree Renuka Sugars Limited.

Part C - deals with General Clauses, Terms and Conditions.



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PART A – DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

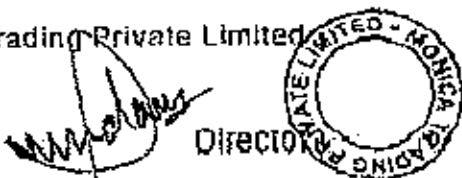
- 1.1 "Act" or "the Act" means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof and Rules and Regulations framed thereunder.
- 1.2 "Amalgamation" means merger by absorption / amalgamation of Transferor Companies with Transferee Company in accordance with sections 2(1B) and 47(vi) of the Income Tax Act, 1961.
- 1.3 "Appointed Date" for the purpose of this Scheme means 1 April 2022.
- 1.4 "Applicable Law" shall mean any statute, notification, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force.
- 1.5 "Appropriate Authority" means any governmental body (central, state or local), legislative body, statutory body, departmental or public body or regulatory or administrative authority, judicial or arbitral body or other organization operating under the force of law including the NCLT, Income Tax authorities, Reserve Bank of India ("RBI"), Securities and Exchange Board of India, Stock Exchanges and other applicable authorities to the extent the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law as may be relevant in the context.
- 1.6 "Articles of Association" of the Transferor Companies or Transferee Company means the Articles of Association as originally framed or as altered from time to time in pursuance of the Companies Act, 2013 or any previous company law.
- 1.7 "Authorized Share Capital" shall have the meaning assigned under Section 2(B) of the Companies Act, 2013.
- 1.8 "Board of Directors" or "Board" shall mean the respective Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and includes any Committee(s) thereof duly constituted or any other person duly authorised by the Board for the purpose of this Scheme.
- 1.9 "Effective Date" means the last of the dates on which all conditions and matters referred to in Clause 17 have been fulfilled, obtained, or waived. Any reference in this Scheme to the date of



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"coming into effect of the/this Scheme" or "Scheme becoming operative" shall be construed accordingly.

- 1.10 "Issued Capital" shall have the meaning assigned under Section 2(50) of the Companies Act, 2013.
- 1.11 "Memorandum of Association" of the Transferor Companies or Transferee Company means the Memorandum of Association as originally framed or as altered from time to time in pursuance of the Companies Act, 2013 or any previous company law.
- 1.12 "NCLT" or "Tribunal" shall for the purpose of this Scheme, means the National Company Law Tribunal at Bengaluru Bench having jurisdiction over the Transferor Company No. 2, Transferor Company No. 3 and Transferee Company and also National Company Law Tribunal at Mumbai Bench having jurisdiction over the Transferor Company No. 1 as the case may be.
- 1.13 "Order" shall mean the Order of the National Company Law Tribunal sanctioning the Scheme.
- 1.14 "Paid-up Capital" shall have the meaning assigned under Section 2(64) of the Companies Act, 2013.
- 1.15 "Registrar of Companies" means the relevant Registrar of Companies having jurisdiction over the Transferor Companies and the Transferee Company, as the case may be.
- 1.16 "Scheme", "The Scheme" or "This Scheme" means this Scheme of Amalgamation of the Transferor Companies by the Transferee Company in its present form submitted to the Tribunal for sanction or as may be modified from time to time or as may be approved or directed by the Tribunal or any other Appropriate Authority.
- 1.17 "The Transferor Company No. 1" means MONICA TRADING PRIVATE LIMITED (MTPL), a private limited company incorporated under the Companies Act, 1956, on 11th August, 2006 (originally in the name of Monica Realators Private Limited. Subsequently the name of the Company was changed to Monica Realators and Investment Private Limited with effect from 28th September 2011. Further, the name of the Company was changed to Monica Trading Private Limited with effect from 30th January 2014) and having its Registered Office situated at 7th Floor, Devchand House, Shiv Sagar estate, Dr. Annie Besant Road, Worli, Mumbai - 400018. MTPL is engaged in the business of
- (a) To carry on the business as general merchants, wholesale traders, importers, exporters, brokers, representatives and commission agents, in merchandise, goods, mineral products, machinery and equipment including agricultural products, aquaculture, horticulture, floriculture, hatcheries, tobacco products, food and dairy products, sugar, apparel, yarn textiles, glass and glass products.

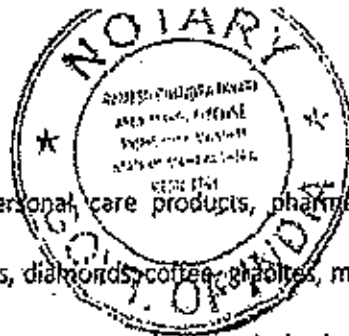
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cosmetics, paints, varnishes, dyes and pigments, personal care products, pharmaceuticals, fertilizers, pesticides, precious and semi precious stones, diamonds, coffee, graphite, marble and other stones, pipes, tubes, cement and cement products, paper, plastic and plastic products, moulded luggage, packing and packing materials, rubber and rubber products, musical and sports goods, electronic equipment, electrical, computers and peripherals, hardware, software, entertainment /electronic media software, domestic appliances and all such commodities, excluding petroleum and ethanol products.

MTPL is a wholly owned subsidiary of Transferee Company.

1.18 "The Transferor Company No. 2" means SHREE RENUKA AGRI VENTURES LIMITED (SRAVL), a public limited company incorporated under the Companies Act, 1956, on 18th July, 2008 and having its Registered Office situated at 2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10634, JNMC Road, Nehru Nagar, Belagavi - 590010, Belgaum. SRAVL / incorporated with the object to carry on the business as follows:

1. To Carry on In India or elsewhere including Special Economic Zones the business to manufacture, produce, process, prepare, disinfect, fermentate, compound, mix, clean, wash, concentrate, crush, grind, segregate, pack, repack, add, remove, heat, grade, preserve, freeze, distillate, boil, sterilize, improve, extract, refine, buy, sell, resale, import, export, stock, trade on high seas, third country trade, barter, transport, store, forward, distribute, dispose, develop, handle, manipulate, market, supply and to act as agent, broker, representative, consultant, collaborator, adatia, stockist, liaisoner, middleman, export house, job worker or otherwise to deal in all types, descriptions, tastes, uses and packs of consumer food items, their by products, ingredients, derivatives, residues including foods vegetables, vegetables oil, oil seeds, sugar, packed foods, powders, pastes, liquids, drinks, beverages, juices, jams, jelly, squashes, pickles, sausages, concentrates, extracts, essences, flavors, syrups, sorbats, flavored drinks, health and diet drinks, extruded foods, frozen foods, dehydrated foods, pre-cooked foods, canned foods, preserved foods, health foods, fast foods, cream, cheese, butter, biscuits, breads, cakes, pastries, confectionery, sweets, chocolates, toffees, bakery foods, protein foods, dietetic products, strained baby foods, instant foods, cereal products, table delicacies, and all other items whether natural, artificial, or synthetic of a character similar or



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analogous to the foregoing or connected therewith and to do all incidental acts and things necessary for the attainment of foregoing objects.

2. To manufacture, process, prepare, preserve, can, refine, bottle, buy, sell, and deal whether as wholesalers or retailer or as exporters or importers or as principles or agents, in foods, meats, eggs, poultry, vegetables, canned and tinned and processed foods, protein, health and instant foods of all kinds including baby and dietetic foods, cereals, beverages, cordials, tonics, restoratives and aerated mineral waters and food-stuffs and consumables provisions of every description for human or animal consumption and to carry on business in all natural, artificial, synthetic or chemical, edible food color.

3. To transact and carry on business as manufactures, importers and exporters of all sorts of fruits, foods, foodstuffs, canned fruits, chocolates, candies, jams, preserves, jellies, peppermints, juice, syrups, beverages, waters, cordials, restorative and drinks of all kinds.

4. To engage in and carry on anywhere in India, in Special Economic Zones or abroad the business of warehousing, transporting and carriage of goods and to provide facilities of storage and protection of goods against insects, ants, rats, moisture, rain, fire, and other natural or manmade calamities, and to construct warehouses, provide storage facilities, whether covered or uncovered, to undertake the custody and warehousing of merchandise, goods, and materials and to establish, purchase or otherwise acquire, run, conduct, and operate, cold storage warehouses, dry storage warehouses, bonded warehouses and other warehousing facilities, for the preservation, storage and treatment of merchandise and food products.

SRTPL is a wholly owned subsidiary of Transferee Company.

The Transferor Company No. 3rd means SHREE RENUKA TUNAPORTY PRIVATE LIMITED (SRTPL) private limited company incorporated under the Companies Act, 1956, on 2nd January, 2015 and having its Registered Office situated at 2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10631, INMC

Road, Nehru Nagar, Belagavi - 590010, Belgaum. SRTPL incorporated with the object to carry out business as follows:

1. To carry on in India or elsewhere either alone or jointly with one or more person, government, other bodies, the business of infrastructure development or the business to construct,



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build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide participate, reconstruct, grout, dig excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist and to act as interior decorator, contractor, sub contractor, turnkey contractor and manager of all types of construction & development work in its all branches such as roads including Intra-urban roads and/or peri-urban roads like ring roads, urban by-passes, ways including express highways, mega highways, culverts, dams bridges, bus/truck terminals, railways including metro railway, wagons, tram ways, rope ways, water tanks, water ways, reservoirs, canals, wharves, warehouse, inland container depot, central freight station, factories, buildings, structure, drainage and sewage works, water distribution and filtration systems, ports, jetties, wharfs, docks, harbours, piers, embankments, bulk, break bulk, dry bulk cargo, multipurpose and specialized cargo berths and terminals, barge terminals, general terminals, marine terminals, cargo terminals, irrigation works, foundation works, fly-overs, airports, runways, rock drilling, tunnel constructions, aqueducts, industrial parks, telecommunication including basic and/or cellular and/or others, satellite, stadium, hydraulic units, sanitary works, hotels, hospitals, dharmashalas, multi-stories, colonies, complexes, housing projects, ship building and ship cutting and other similar works and for the purpose to acquire, hand over purchase, sell land and buildings and to carry on

all or any of the foregoing activities for building materials, goods, plants, machineries, equipments, accessories, parts, tools, fittings, articles materials and facilities of whatsoever nature and to do all incidental act and things necessary for the attainment of foregoing objects.

to carry on the business of promoters, developers, builders, creators, operators, owners, contractors, organizers of all and any kind of infrastructure facilities and services including free trade zone, special economic zones, export processing zones or any other such zones cities, towns,

roads, ports, airports, airways, railways, tramways, industrial estates, residential houses, commercial property, office complexes, green parks, relating port infrastructure environmental protection and pollution control, waste management, transport, public utilities, municipal services, clearing, house agency and stevedoring services and creation of infrastructure facilities and



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3. To carry on all kinds of business of manufacturers, processors, assemblers, dealers, traders, distributors, importers, exporters, agents, consultants and contractors, for erection, and commissioning, on turnkey basis telecommunication, radio communication, internet and information technology systems, or to deal in any other manner including storing, packing, transporting, converting, repairing, installing, training servicing, maintenance of all types, varieties and kinds of telephone and telecommunication instruments, internet equipments, computer peripherals and accessories, radio communication instruments, data transmission equipments, data acquisition, processing and logging equipments, signalling, telecommunication and control equipments used in roads, railways, ships, aircrafts, ports, railways stations, public places, along with associated accessories and test rigs and to provide information technology, telecommunication and internet services and services in related areas to any person, firm, company, trusts, associated institution, society, body corporate, government or government department, public or local authority in India and outside India and to develop procedures, methods and principles for and engage in research relating thereto.

4. To carry on aforesaid activities in relation to setting up of Barge Jetty including allied facilities at Tuna on captive use basis under Kandla Port Trust.



SRTPL is a wholly owned subsidiary of Transferee Company.

The Transferee Company' means 'SHREE RENUKA SUGARS LIMITED (SRSL), a public limited company incorporated under the Companies Act, 1956, on 25th October, 1995 and having its Registered Office situated at 2nd & 3rd Floor, Kanakashree Arcade, CTS No. 10634, JNMC Road, Neharu Nagar, Belagavi - 590010, Belgaum. The Equity shares of the Company are listed on BSE Limited (SCRIP CODE - 532670) and National Stock Exchange of India Limited (SCRIP CODE -

SRSL). Further, it has issued non-convertible redeemable debentures which are listed on BSE Limited.

The main objects of the Transferee Company are as follows:

to purchase, manufacture, produce, boil, refine, prepare, brew, import, export, buy, sell and generally to deal in all varieties of sugar, sugar candy, jaggery, khandhari sugar, sugar beet,

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sugar cane, molasses, syrups, melada, alcohol, spirits and all products and by-products, thereof such as confectionery, glucose, bagasses, bagasse boards, paper, paper pulp, butyl alcohol, acetone, carbon-di- oxide, hydrogen, potash, cane wax, fertilizers, cattle feed and food products generally.

2. To purchase sugar cane, sorghum, sugar beet, sago, palmyra Juice and other crops or raw materials used in the production of sugar and its products and by- products.
3. To generate power by traditional and/or using, any latest technology for the captive consumption and also to distribute, sell such surplus generation if necessary to outsiders.

1.21 "Undertaking" shall mean all assets, properties, liabilities and entire business, activities and operations of the Transferor Companies on a going concern basis and shall include (without limitation):

- (a) all the assets wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal present or contingent, of whatsoever nature, wherever situated including furniture, fixtures, office equipment, software, computers, leasehold improvements, appliances, accessories, inventories, stock-in-trade, debtors, current assets, fixed assets, capital work-in-progress including expenses incurred to be capitalized and advances for assets, cash and bank balances including all rights, title, interest, covenants, undertakings;
- (b) all investments, if any, in shares, stocks, warrants, debentures, bonds and other such securities, whether encumbered or unencumbered, whether in certificate form or in dematerialized form and agreements to purchase, sell, assign, mortgage in relation thereto, loans and advances including accrued interest thereon;
- (c) all credits, advances, loans, fixed deposits, earnest monies, security deposits, provisions, commitments appertaining or relating to the Transferor Companies;
- (d) all debts, (including debentures, bonds, and other debt securities), liabilities, loans, advances, borrowings, bills payable, public deposits, interest accrued, contingent liabilities and all other liabilities, duties, undertakings, contractual obligations, guarantees given and duties and obligations of the Transferor Companies;



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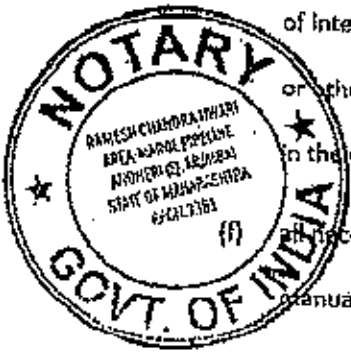
Director



(e) all powers, authorities, allotments, approvals, consents, rights, licenses, permits, quotas, subsidies and incentives, registrations, contracts, engagements, liberties, arrangements, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to all patents, trademarks, trade names, copyrights, designs and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, leasehold rights, ownership flats, easements, authorizations, rights and benefits of all agreements, goodwill, receivables, benefits of any deposits, including any tax - direct or indirect including advance tax paid, refund receivable, credit for minimum alternate tax, credit for input tax / service tax / CENVAT credit / Goods and Service Tax (GST), tax deducted in respect of any income received, exemptions, benefits, concessions, incentives, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and electronic and other services, reserves, provisions, funds, benefits of all agreements, contracts and arrangements, letters of intent, memorandum of understanding, expressions of interest whether under agreement or otherwise and all other interests belonging to or in the ownership, power or possession or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies; all necessary books, records, files, papers, computer programmes, websites, domain names, manuals, data, catalogues, quotations, sales and advertising materials, lists present and former customers, customer credit information, customer pricing information and all other records, whether in physical form or electronic form, software license, domain/websites etc. In connection with or relating to the Transferor Companies; and

(g) all employees of the Transferor Companies as on the Effective Date

The words importing the singular include the plural; words importing any gender include gender. Any word or expression used and not defined in the Scheme but defined in the Act shall have the meaning respectively assigned to them in the Act and other Applicable Laws, rules, regulations,



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[Signature] Director



bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form or with any modification(s) as approved or imposed or directed by the Tribunal, shall be effective from the Appointed Date but shall become operative from the Effective Date.

3. SHARE CAPITAL

3.1 The capital structure of the Transferor Company No. 1 as on 31 March 2022 is as under:

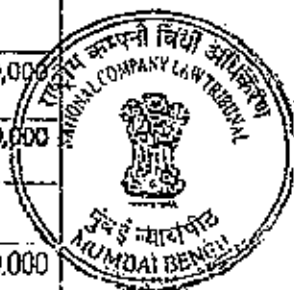
Particulars	Nos.	Amount (in Rs.)
Authorised Share Capital		
Equity Shares of Rs.10 each	100,000	1,000,000
Total	100,000	1,000,000
Issued, Subscribed and Paid-up		
Equity Shares of Rs. 10 each, fully paid-up	10,000	1,00,000
Total	10,000	1,00,000



Subsequent to the above date and till the date of approval of this Scheme by Board of Directors, there has been no change in the capital structure of the Transferor Company No. 1.

3.2 The capital structure of the Transferor Company No. 2 as on 31 March 2022 is as under:

Particulars	Nos.	Amount (in Rs.)
Authorised Share Capital		
Equity Shares of Rs. 10 each	25,000,000	250,000,000
Total	25,000,000	250,000,000
Issued, Subscribed and Paid-up		
Equity Shares of Rs. 10 each, fully paid-up	250,000	2,500,000
Total	250,000	2,500,000



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Director



Subsequent to the above date and till the date of approval of this Scheme by Board of Directors, there has been no change in the capital structure of the Transferor Company No. 2.

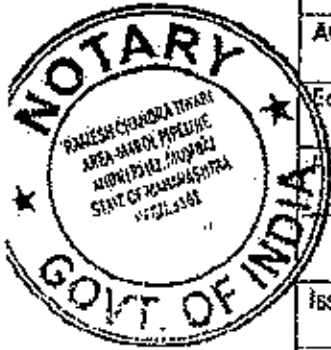
3.3 The capital structure of the Transferor Company No. 3 as on 31 March 2022 is as under:

Particulars	Nos.	Amount (in Rs.)
Authorised Share Capital		
Equity Shares of Rs. 10 each	10,000	100,000
Total	10,000	100,000
Issued, Subscribed and Paid-up		
Equity Shares of Rs. 10 each, fully paid-up	10,000	100,000
Total	10,000	100,000

Subsequent to the above date and till the date of approval of this Scheme by Board of Directors, there has been no change in the capital structure of the Transferor Company No. 3.

3.4 The capital structure of the Transferee Company as on 31 March 2022 is as under:

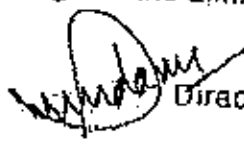
Particulars	Nos.	Amount (in Rs.)
Authorised Share Capital		
Equity Shares of Rs.1 each	8,000,000,000	8,000,000,000
Preference Shares of Rs. 100 each	171,500,000	17,150,000,000
Total	8,171,500,000	25,150,000,000
Issued, Subscribed and Paid-up:		
Equity Shares of Rs. 1 each, fully paid-up	2,128,489,773	2,128,489,773
Total	2,128,489,773	2,128,489,773



Subsequent to the above date and till the date of approval of this Scheme by Board of Directors, there has been no change in the capital structure of the Transferee Company.



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 Director



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PART-B

SCHEME OF AMALGAMATION OF TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY

4. TRANSFER OF ASSETS AND LIABILITIES

4.1 Upon this Scheme coming into effect on and from the Appointed Date, and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, the Undertaking of the Transferor Companies shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

(a) With effect from the Appointed Date, the whole of the business and the Undertaking of the Transferor Companies shall, under the provisions of Sections 230 and 232 and all other applicable provisions, if any of the Act, without any further act or deed be transferred to and vested in and deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date, the assets and liabilities of the Transferee Company and to vest all the rights, titles, interest, and authorities therein to the Transferee Company.

(b) With effect from the Appointed Date, all the investments of the Transferor Companies, if any, whether held as long term or short term or stock-in-trade shall, without any further act or deed, be and stand transferred to the Transferee Company and also all the moveable assets including cash in hand, if any, of the Transferor Companies, capable of transfer by manual delivery or by endorsement and/or delivery shall be so delivered or endorsed and/or delivered as the case may be to the Transferee Company to the end and intent that the property therein passes to the Transferee Company, on such delivery or endorsement and delivery in pursuance of the provisions of Section 230-232 and other applicable provisions of the Act.

(c) In respect of the movable properties of the Transferor Companies (other than those specified in clause 4.1(b) above), including sundry debtors, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies or with any company or other person, they shall without any further act, instrument, deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Sections 230 and 232 of the Act and the Transferee



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Director



Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, give notice in such form as it may deem fit and proper, to each person, debtor or depositor, as the case may be, that pursuant to the NCLT having sanctioned the Scheme, the said debt, loan, advance, bank balance, or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realize all such debts (including the debts payable by such person or depositor to the Transferor Companies) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in its books to record the aforesaid change.

(d) The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation / notice in favour of any other party to any contract or arrangement to which the Transferor Companies are party in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Companies to be carried out or performed.



(e) With effect from the Appointed Date, all debts (including debentures, bonds and other debt securities), loans, whether secured and unsecured, liabilities, duties, obligations of every kind, nature and description of the Transferor Companies shall, under the provisions of Sections 230 and 232 of the Act without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, loans, liabilities, duties, obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement of which such debts, loans, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause. It is clarified that the provision of this Scheme shall not extend to the personal guarantees, if any, provided by the directors of the Transferor Companies which have been subsequent to the Appointed Date either released or waived by the parties. It is



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further clarified that the personal guarantees issued for and on behalf of the Transferor Companies if not waived or released will continue to bind the guarantors.

(f) All the licenses, permits, quotas, approvals, permissions, incentives, tax exemptions, benefits, concessions or deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Companies whether on, before or after the Appointed Date and prior to the Effective Date in connection or in relation to the operation of the Undertakings of the Transferor Companies shall, pursuant to the provisions of Section 232(4) of the Act and all other applicable provisions, if any, 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 and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, tax exemptions, tax credits, benefits, concessions or deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.



(g) All taxes including without limitation income tax, levy including equalization levy, sales tax, service tax, vat, central sales tax, central goods and service tax law ('CGST'), state goods and service tax law ('SGST') and integrated goods and service tax law ('IGST'), custom duty etc. paid or payable by the Transferor Companies in respect of the operations and / or the profits of the business before the Appointed Date shall be on account of the Transferor Companies and, in so far it relates to the

tax payment including, without limitation, income tax, levy including equalization levy, sales tax, service tax, vat, central sales tax, CGST, SGST and IGST, custom duty etc. whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business of the Undertaking with effect from the

Appointed Date, the same shall be deemed to be corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.



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(h) Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

(i) The Transferor Companies shall at its discretion give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the NCLT having sanctioned the Scheme, the said debt, loan, advance or deposit shall be paid or made good or held on account of the Transferee Company and that thereafter the right of the Transferor Companies to recover or realize the same stands extinguished.

4.2 If and to the extent there are inter-corporate loans, deposits or balances amongst the Transferor Companies and Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of accounts and records of the Transferee Company, if required, for such adjustments of debts or liabilities, as the case may be. For removal of doubts, there would be no accrual of interest or other charges in

respect of any such inter-company loans, advances or outstanding balances with effect from the Appointed Date.

The transfer and / or vesting of the properties as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, in respect of all the aforesaid assets or any part thereof of the Transferor Companies.

Provided however, that any reference in any security documents or arrangements, to which the Transferor Companies are party, to the assets of the Transferor Companies which it has offered or agreed to be offered as security for any financial assistance or obligations, to the secured creditors

of the Transferor Companies, if any, shall be construed as reference only to the assets

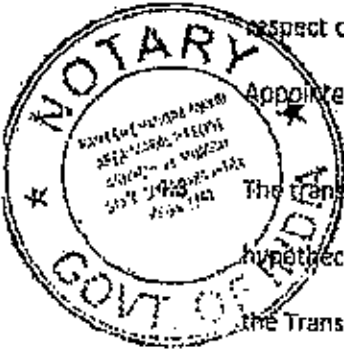
to the assets of the Transferor Companies as are vested in the Transferee Company by virtue of

the aforesaid Clause, to the end and intent that such security, mortgage and charge shall not

be deemed to extend, to any of the assets or to any of the other units or divisions of the

Transferee Company, unless specifically agreed to by the Transferor Companies with such secured

creditors.



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Provided that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further or additional security thereof after the Scheme has become effective or otherwise.

4.4 Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date have been discharged by the Transferee Company after the Appointed Date, such discharge shall be deemed to have been for and on account of the Transferor Companies.

4.5 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Companies in relation to or in connection with the Undertaking on and after the Appointed Date and prior to the Effective Date subject to the provisions of this Scheme shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferor Companies and to that extent they are outstanding on the Effective Date shall, upon the coming into effect of this Scheme, pursuant to the applicable provisions of the Act, without



any further act, instrument or deed be and stand transferred to and vested in the Transferee Company and shall become the debts, duties, undertakings, liabilities and obligations of the Transferee Company.

4.6 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business which was carried on by the Transferor Companies in addition to the business of the Transferee Company.

4.7 The Scheme is not likely to impose any additional burden / hardship on the members of Transferor Companies or the Transferee Company nor will it affect the interests of any of classes of members / creditors of the Transferor Companies and the Transferee Company.

4.8 The transfer and / or vesting of all the properties, assets and liabilities of the Transferor Companies to the transferee Company and the continuance of all the contracts or proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the assets or the liabilities already concluded by the Transferor Companies on or after the Appointed Date.



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Director



5. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, engagements, registrations, benefits, entitlements, arrangements and other instruments of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be, enforced as fully and effectively as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto.

6. LEGAL PROCEEDINGS

6.1 Upon the coming into effect of this Scheme, all suits, actions, writ petitions, revisions and proceedings including legal and taxation proceedings (hereinafter called 'the Proceedings') of whatever nature by or against the Transferor Companies, whether pending and / or arising on or before the Effective Date shall not abate, or be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Companies pursuant to this Scheme but be continued, prosecuted and enforced by or against the Transferee Company as effectually as if the same had been pending and / or arising against the respective Transferee Company as effectually and in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.



On and from the Effective Date, the Transferee Company may initiate and/or continue any Proceedings, which were earlier in the name of the Transferor Companies.

6.3 After the Appointed Date and before the Effective Date, if any, proceedings are taken by or against the Transferor Companies, the same shall be instituted and/or defended by the Transferor Companies for and on behalf of the Transferee Company.



CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES TILL EFFECTIVE DATE

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



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Handwritten signature of an authorized signatory.

Authorised Signatory

For Monica Trading Private Limited

Handwritten signature of the Director.

Director



7.1 The Transferor Companies shall carry on or deemed to have carried on all their respective businesses and activities and shall be deemed to have held or stood possessed of and shall hold and stand possessed of all the said assets for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the assets, properties and liabilities with utmost prudence until the Effective Date.

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

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

provided however, the Transferor Companies shall in the ordinary course of business be entitled to borrow in the form of loans if deemed necessary by it and further consent for this purpose will not be required of the Transferee Company in that behalf.



The Transferor Companies shall not, without prior written consent of the Transferee Company, undertake any new business activity outside their ordinary course of business.

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



7.6 All the transactions between Transferor Companies and Transferee Company from Appointed Date till Effective Date shall be treated as intra-company transactions on the scheme becoming effective.



Subject to the terms of the Scheme, the transfer and vesting of the Undertaking of the Transferor Companies as per the provisions of the Scheme shall not affect any transactions or proceedings.

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Director



already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

8. TREATMENT OF TAXES

8.1 Any tax liabilities/refunds/credits/claims/levy including equalization levy relating thereto under the Income-Tax Act, 1961 (hereafter referred to as the 'IT Act'), Finance Act, Customs Act, 1962, State sales tax laws, Central Sales Tax Act, 1956, Finance Act, 1994, Goods and Services Tax Laws or other Applicable Laws / regulations dealing with taxes / duties / levies (hereinafter in this Clause referred to as 'Tax Laws') allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the books of accounts made as on the date immediately preceding the Appointed Date shall be treated as liabilities/refunds/credits/claims of the Transferee Company and shall be transferred to Transferee Company. Any surplus in the provision for taxation/ duties/levies account including advance tax and tax deducted at source, credit for minimum alternate tax / service tax as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.



Any refund under the Tax Laws due to Transferor Companies consequent to the assessments made on Transferor Companies and for which no credit is taken in the books of accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

8.3 Without prejudice to the generality of the above, all benefits, credits, refunds, exemptions, incentives or concessions under Tax Laws as may be applicable, to which the Transferor Companies is entitled to in terms of the applicable Tax Laws of the Union and State Governments in India shall be available to and vest in the Transferee Company.



8.4 The Transferee Company shall be entitled to file / revise its income tax returns, withholding tax returns, service tax returns, value added tax returns, central sales tax returns, goods and services tax (GST) returns, tax deducted at source certificates, tax deducted at source returns and other returns and filings, if required under the Tax Laws, and shall have the right to claim set-

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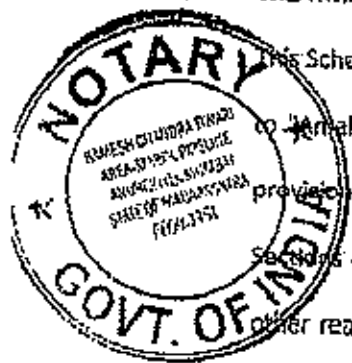
off and/ or refund, advance tax credits, credit for minimum alternate tax / tax deducted at source / foreign taxes withheld/ paid, input tax credits etc. if any, under any of the aforesaid tax laws as may be required consequent to implementation of this Scheme.

8.5 Upon Scheme coming into effect, any obligation for deduction of tax at source on any payments made by or to be made by the Transferor Companies shall be made or deemed to have been made and duly complied with by Transferee Company.

8.6 All Intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Companies and all intangible assets (including but not limited to goodwill) arising or recorded in the process of amalgamation in the books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 92(1) of the IT Act and Transferee Company shall be eligible for depreciation there under at the prescribed rates.

9. TREATMENT OF SCHEME FOR THE PURPOSES OF THE INCOME-TAX ACT, 1961

This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Sections 2(1B) and 47(vi) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Sections of the IT Act, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified/amended to the extent determined necessary to comply and come within the definition and conditions relating to "Amalgamation" as specified in the IT Act. In such an event the Clauses which are inconsistent shall be modified or if the need arises be deemed to be deleted and such modification/deemed deletion shall however not affect the other parts of the Scheme.



10. STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANIES

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



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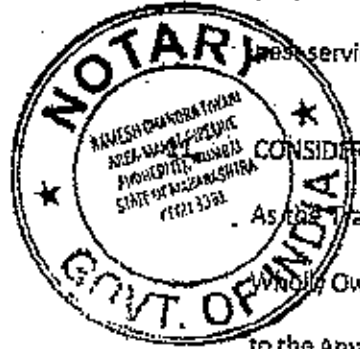
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Director



10.2 It is provided that so far as the provident fund or any other special scheme(s) / fund(s), if any, created or existing for the benefit of the employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever related to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said schemes/funds in accordance with provisions of such schemes/funds as per the terms provided in the respective trust deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes/funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the aforesaid schemes/funds.

10.3 The Transferee Company shall continue to abide by any agreements/ settlement entered into by the Transferor Companies with any of its employees. The Transferee Company agrees that for the purpose of payment of any retrenchment, compensation, gratuity and other terminal benefits, the services of such employees with the Transferor Companies shall also be taken into account.



CONSIDERATION

As the Transferor Company No. 1, Transferor Company No. 2 and Transferor Company No. 3 are Wholly Owned Subsidiaries of the Transferee Company, no consideration shall be payable pursuant to the Amalgamation of the Transferor Companies into and with the Transferee Company. The paid up capital held by the Transferee Company together with its nominees in the respective Transferor Companies, shall stand cancelled without any further act, application or deed.

It is further clarified that since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, no consideration shall be discharged by the Transferee Company pursuant to the Amalgamation of the Transferor Companies.



ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEEE COMPANY

Notwithstanding anything else contained in the Scheme, the Transferee Company shall account for the amalgamation of each of the 3 Transferor Company in its books of accounts in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013, under



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the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, and the date of such accounting treatment would be in accordance with the applicable Ind AS:

- 12.1 The Transferee Company shall identify and recognise the individual identifiable assets acquired (including those assets that meet the definition of, and recognition criteria for, Intangible assets in Ind AS 38 Intangible Assets) and liabilities assumed of each of the 3 Transferor Company at fair value, subject to any adjustment that may be required in terms of paragraph 12.3 below;
- 12.2 The value of all investments, net of impairment loss (if any) in accordance with Ind AS, held by the Transferee Company in the each of the 3 Transferor Company shall stand cancelled pursuant to amalgamation;
- 12.3 Difference, if any, arising after taking effect of clause 12.1 and clause 12.2 subject to impairment assessment shall be apportioned over the assets acquired (other than asset initially measured at an amount other than cost) in proportion of their respective fair values;



Pursuant to the amalgamation of each of the 3 Transferor Company with the Transferee Company, the inter-company balances between the Transferee Company and/or each of the 3 Transferor Company, if any, appearing in the books of each of the 3 Transferor Company and/or the Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf;

For accounting purpose, the Scheme will be given effect on the date when all substantial conditions for the transfer of assets and liabilities of each of the 3 Transferor Company are completed;

- 12.6 Any matter not dealt with in Clause hereinabove shall be dealt with in accordance with the Indian Accounting Standards applicable to the Transferee Company.

13. ALTERATION OF THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEEE COMPANY



Upon the Scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased / reclassified without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the amount of authorized share capital of the Transferor Companies as appearing as the date of certified or authenticated copies of the orders of the National Company Law



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Director



Tribunal sanctioning this Scheme being filed with the appropriate Registrar of Companies. The Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and sanctioning of the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 61, 14 of the Companies Act, 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorized share capital to that extent.

13.2 It is clarified that no further resolution would be required to be separately passed for the amendment of the Memorandum of Association and Articles of Association of the Transferee Company and Clause V of the Memorandum of Association shall stand substituted accordingly by virtue of the approval of this Scheme.



From the date of this Scheme becoming effective the Transferee company shall be allowed to undertake the business activities of all the transferor companies and main object clause of all the transferor companies will be clubbed with the Transferee Company in Clause III of Memorandum of Association. It is clarified that for the said purpose no further resolution would be required to be separately passed for the amendment of the Memorandum of Association and Articles of Association of the Transferee Company under Section 13 and any other provisions of Companies Act, 2013.

14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANIES



The Transferor Companies shall be dissolved without winding up on an order made by the Tribunal under Section 232 of the Act.



For Monica Trading Private Limited

[Signature]
Director



For Monica Trading Pvt. Ltd.

[Signature]
Authorised Signatory

PART-C – GENERAL CLAUSES, TERMS AND CONDITIONS

15. APPLICATION TO THE TRIBUNAL

15.1 The Transferor Companies and the Transferee Company shall with all reasonable dispatch, make application/petition under Sections 230 and 232 and other applicable provisions of the Act to the Tribunal, seeking orders for dispensing with or convening, holding and conducting of the meetings of the members and/or creditors of the Transferor Companies and the Transferee Company as may be directed by the respective Tribunal.

15.2 On the Scheme being agreed to by the requisite majorities of the members and/or creditors of the Transferee Company and the Transferor Companies or dispensation thereof as directed by the Tribunal, the Transferee Company and the Transferor Companies shall, with all reasonable dispatch, apply to the Tribunal, for sanctioning of this Scheme and for dissolution of the Transferor Companies without winding up under the provisions of the Act.

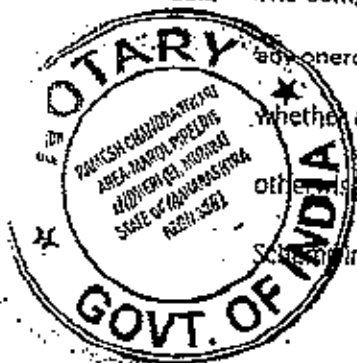


MODIFICATIONS, AMENDMENTS TO THE SCHEME

Subject to approval of the Tribunal, the respective Boards or the respective authorized representative appointed by the Board of the Transferee Company and the Transferor Companies may assent to any modification(s), alteration(s) or amendment(s) of this Scheme or any condition(s) which the NCLT and / or any other competent authority may deem fit to direct or impose and the said respective Boards may do all such acts, things and deeds necessary in connection with or to carry out the Scheme into effect and take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any order of the NCLT or any directions or order of any other authorities or otherwise howsoever arising out of, under the virtue of this Scheme and / or matters concerned or connected therewith.



16.2 The Companies shall have the discretion to withdraw their application(s)/ petition(s) from NCLT, if any onerous terms or other terms not acceptable to them which may be introduced in the Scheme whether at the meetings of shareholders/creditors or at the time of sanction of the Scheme or as otherwise deem fit by the Board of the Companies. They shall also be at liberty to render the Scheme ineffective by not filing the certified copy of order of the Scheme sanctioned, with Registrar



For Monica Trading Pvt. Ltd.

[Signature]
 Authorised Signatory

For Monica Trading Private Limited

[Signature]
 Director



of Companies. However, necessary intimation may be filed by the Companies with the NCLT of their decision not to file the Scheme and not to make it effective.

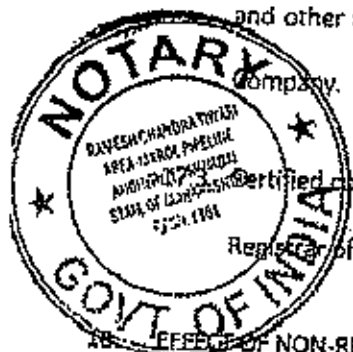
17. SCHEME CONDITIONAL UPON APPROVALS / SANCTIONS

This Scheme is specifically conditional upon and subject to:

17.1 Approval of, and agreement to the Scheme by the requisite majorities of members or creditors of the Transferor Companies and Transferee Company or dispensation thereof as may be directed by the Tribunal on the applications made for directions under Section 230 of the said Act for calling or dispensing with meetings and necessary resolutions being passed under the Act for the purpose, if required.

17.2 The sanctions of the Tribunal and any other Authority being obtained under Sections 230 and 232 and other applicable provisions of the Act on behalf of the Transferor Companies and Transferee Company.

Certified copies of the Order of the Tribunal sanctioning this Scheme being filed with the concerned Registrar of Companies.



EFFECT OF NON-RECEIPT OF APPROVAL/SANCTION

In the event of the said sanction and approvals are not being obtained or waived and / or the Scheme being sanctioned by the NCLT, the Scheme shall become null and void, and no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by the parties or their shareholders or creditors or employees or any other person.



19. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANIES

Upon coming into effect of this Scheme, the Board of Directors of the Transferor Companies shall be discharged, without any further act or deed.



20. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of businesses under Clause 4 and the continuance of proceedings by or against the Transferor Companies above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Appointed Date till the Effective Date, to the end and intent that

For Monica Trading Private Limited

For Monica Trading Pvt. Ltd.

Authorized Signatory

Director



the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

21. SEVERABILITY

If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Transferor Companies and Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

22. EXPENSES CONNECTED WITH THE SCHEME

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



For Monica Trading Private Limited

[Signature] Director



Certified True Copy _____
 Date of Application 02/8/2023
 Number of Pages 27
 Fee Paid Rs. 135/-
 Applicant called for collection copy on 16/8/23
 Copy prepared on 16.8.2023
 Copy issued on 16/8/2023

[Signature]
 Deputy Registrar 16.8.2023
 National Company Law Tribunal, Mumbai Bench



For Monica Trading Pvt. Ltd.

[Signature]
 Authorised Signatory



23507/10
Aditya Sondhi

IN THE HIGH COURT OF KARNATAKA AT BANGALORE

DATED THIS THE 29th DAY OF SEPTEMBER 2010

BEFORE

THE HON'BLE MR. JUSTICE H.N. NAGAMOHAN DAS

COMPANY PETITION No.109/2010

BETWEEN:

Shree Renuka Sugars Limited,
A Company incorporated under
the Companies Act, 1956
having Registered Office at
BC 105, Havelock Road,
Cantonment, Belgaum-590 001,
Karnataka, India,
Represented by its
Manager-Corporate Affairs,
Mr.Ramesh H. Patil. ... Petitioner

(By Sri.Aditya Sondhi, Adv.)

AND :

NIL ... Respondent

(By Sri.Mohd. Ibrahim, Adv. for ROC and
Sri.Y.D.Harsha, CGC for ROC)

This company petition is filed under Sections 391 to 394 of the Companies Act, 1956 praying to sanction the Scheme of Amalgamation at Annexure-G so as to be binding on all equity shareholders, secured and unsecured creditors of the petitioner company etc.

This company petition coming on for orders this day, the court passed the following:



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This certified copy contains L..... 9 / Pages
and charges of RS 27 /

ORDER

The petitioner is the transferee company. In this petition, it is prayed for sanctioning the proposed scheme of amalgamation of Godavari Biofuel Private Limited and Ratnaprabha Sugars Limited (transferor companies) with Shree Renuka Sugars Limited - transferee company, as per Annexure-G.

2. The petitioner - transferee company was incorporated on 25.10.1995 at Bangalore under the provisions of Companies Act under the name and style Shree Renuka Sugars Limited, with the Registrar of Companies in Karnataka at Bangalore. The certificate of commencement of business was issued on 5.1.1996. The registered office of the transferee Company is situated at BC 105, Havelock Road, Cantonment, Belgaum - 590 001.

3. The present authorised share capital of the transferee company is Rs.35,00,00,000/- (Rupees Thirty five Crores only) divided into 35,00,00,000 (Thirty five Crores) equity shares of Re.1/- each and



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Rs.70,00,00,000/- (Rupees Seventy Crores only) divided into 7,00,00,000/- preference shares of Rs.10/- each. The issued, subscribed and paid-up share capital of the transferee company is Rs.31,69,00,000/- (Rupees Thirty One Crores Sixty Nine lakhs only) divided into 31,69,00,000 (Thirty One Crores Sixty Nine lakhs) equity shares of Re.1/- each fully paid-up.

4. The transferee company was incorporated with the main objects to purchase, manufacture, produce, boil, refine, prepare etc. and more fully described in the Memorandum and Articles of Association produced at Annexure-A to the petition. The latest audited balance sheet of the transferee company made up to 30.09.2009 is furnished at Annexure-B.

5. The transferor - company, M/s. Godavari Biofuel Private Limited (for short "GBPL") was incorporated on 23.5.2003 at Mumbai. The registered office of the GBPL is situated at 7th Floor, Devchand house, Shiv Sagar Estate, Dr.Annie Besant Road, Worli, Mumbai- 400 18, Maharashtra. The authorised share



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capital of GBCL as on 13.9.2009 is at Rs.5,00,000/ (Rupees five lakhs only) divided into 50,000 equity shares of Rs.10/- each. The issued, subscribed and paid-up capital of the GBCL is Rs.4,60,000 (Rupees Four lakhs and sixty thousand only) divided into 46,000 equity shares of Rs.10/- each fully paid up.

6. The main objects of GBCL is to carry on the business to produce, deal, manufacture Bio-Diesel, Bio-Petrol, Bio-Fuel, Ethanol, Gas, Molasses, liquor, Country Liquor, IMFL, Thermal and other Bio Chemicals and morefully described in the Memorandum and Articles of Association of the GBCL furnished at Annexure-C to the petition. The latest audited balance sheet for the year ending 30.09.2009 is produced at Annexure -D.

7. The transferor - company, M/s. Ratnaprabha Sugars Limited (for short "RSL") was incorporated on 8.3.2002 at Mumbai. The certificate of commencement of business was issued on 9.4.2002. The registered office of the RSL is situated at 7th Floor, Devchand



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House, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai- 400 18, Maharashtra. The authorised share capital of RSL as on 30.9.2009 is at Rs.15,00,000/ (Rupees fifteen lakhs only) divided into 1,50,000 equity shares of Rs.10/- each and Rs.5,00,000/- divided into 50,000/- preference shares of Rs.10/- each. The issued, subscribed and paid-up capital of the RSL is Rs.15,00,000 (Rupees Fifteen lakhs only) divided into 1,50,000 equity shares of Rs.10/- each fully paid up.

8. The main objects of RSL is to manufacture, process, refine, sale, purchase, trade, market, export, import or otherwise etc. and morefully described in the Memorandum and Articles of Association of the RSL furnished at Annexure-E to the petition. The latest audited balance sheet for the year ending 30.09.2009 is produced at Annexure-F.

9. This Court vide order dated 10.02.2010 in C.A.No.68/2010 permitted the applicant to convene the meetings of equity shareholders and creditors (both secured and unsecured) of the applicant - company



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under the Chairmanship of Mr.K.K.Kumbhat, Chief Financial Officer or failing him, Mr.D.V.Iyer, Company Secretary or failing him Mrs.V.Murkumbi, Executive Chairperson of the Board of Directors and directed them to file report. Accordingly, the Chairman -appointed to convene the meetings held the respective meetings on 29.3.2010 and filed his report. The said report was taken on record.

10. Thereafter the present petition came to be filed and this Court vide its order dated 8.06.2010 issued notice to the Regional Director and directed the petitioner to take out advertisements of the petition in English daily 'THE HINDU' and in Kannada daily 'KANNADA PRABHA' Newspapers at their Belgaum editions fixing the date of hearing as 14.7.2010. Accordingly the petitioner has taken out the advertisements in the 'THE HINDU' and 'KANNADA PRABHA' newspapers on 21.06.2010 and the copy of the paper publications are furnished along with memo dated 1.07.2010.



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11. Pursuant to the notice issued to the Regional Director, the Registrar of Companies, Bangalore has filed an affidavit dated 18.09.2010 on behalf of the Regional Director with the following observations:

- a) As the transferor companies are registered in the State of Maharashtra, the scheme subject to approval the Hon'ble High court at Bombay also.
- b) The petitioner company may be advised to file e-forms 23 and 20A under Section 17 and 149 (2A) respectively of the Companies Act, 1956.

12. In response to the affidavit filed by the Registrar of companies, the learned counsel for the petitioner files an affidavit dated 28.9.2010 of Mr.Ramesh H. Patil, Manager of the transferee company stating that in respect of the transferor companies the High Court of Bombay vide its order dated 23.7.2010 in Company Petition Nos. 5 and 6 of 2010 is already sanctioned and in respect of second observation, the petitioner undertakes to file e-forms 23 and 20-A under Sections 17 and 149 (2A) respectively of the Companies



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Act, 1956. In view of this, the petitioner complied with the objections raised by the Registrar Of Companies.

13. Pursuant to the advertisement of the hearing of the petition none of the shareholders, creditors, employees or any other persons have appeared before the Court to oppose the Scheme of Amalgamation.

14. All the employees of the transferor companies in service on the effective date shall become the employees of the transferee company on such date without any break or interruption in service and on the terms and conditions not less favourable than those subsisting with the respective transferor companies. As already noticed supra no employee of the transferor companies has appeared before the court to oppose the scheme of amalgamation.

15. In the circumstances, the petitioner has made out a case for sanctioning the scheme of amalgamation as per Annexure-G. Hence the following order:

(i) Petition is hereby allowed.



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- (ii) The scheme of amalgamation - Annexure-G is hereby sanctioned and the same shall be binding on the petitioner company, its shareholders and creditors.
- (iii) Petitioner company shall serve a copy of this order on the Registrar of Companies Bangalore in the State of Karnataka and Registrar of Companies at Mumbai, Maharashtra, within 30 days from the date of receipt of copy of this order.



Sd/-
Judge

TRUE COPY

- a) The date on which the application was made 30/9/10
- b) The date on which charges and additional charges, if any, are called for
- c) The date on which charges and additional charges, if any, are deposited / paid
- d) The date on which the copy is ready 11/11/10
- e) The date of notifying that the copy is ready for delivery 11/11/10
- f) The date on which the applicant is required to appear on or before 16/11/10
- g) The date on which copy is delivered to the applicant 12/11/10
- h) Examined by [Signature]

[Signature]
Section Officer
High Court of Karnataka
Bangalore-560 011

11/11/10

***ARTICLES OF ASSOCIATION
OF
SHREE RENUKA SUGARS LIMITED**

1. The regulations for the management of the company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 2013, be such as are contained in these Articles and only for the matters in respect of which no regulations are specified herein, regulations as contained in Table F in Schedule I to the Act shall apply.

INTERPRETATION

INTERPRETATION CLAUSE

2. In the interpretation of these Articles the following expressions shall have the following meaning unless repugnant to the subject or context.

“The Act” or the **“Said Act”** means the (Indian) Companies Act, 2013, including any amendments, modifications or re-enactment thereof, as may be applicable, any other company law for the time being in force and any rules, regulations, notifications and clarifications made thereunder by a governmental authority;

“Articles” means these Articles of Association of the Company as may be amended from time to time;

“The Board” or the **“Board of Directors”** means the board of Directors of the Company as constituted from time to time;

“Beneficial Owner” means a person whose name is recorded as beneficial owner with a Depository;

“Bye Laws” means the bye-laws made by a Depository under section 26 of the Depositories Act;

“The Company” or **“This Company”** means SHREE RENUKA SUGARS LIMITED or such other name which the Company has changed by complying with the stipulated procedure;

“Chairman” has the meaning set out in Article 139 of these Articles;

“Depository” means a **“Depository”** as defined under the Depositories Act;

“Depositories Act” means the Depositories Act, 1996 and shall include any statutory modification or re-enactment thereof;

“Director” means a director on the Board appointed in accordance with these Articles and includes any additional and/ or alternate director;

“Equity Shares” means equity shares of the Company having a face value of INR 1 (Indian Rupee One) per equity share;

“Financial Year” means the financial year of the Company commencing on April 1 every year and ending on March 31 of the following year, or such other financial year of the Company as the Company may from time to time legally designate as its financial year;

**New set of Articles of Association adopted by passing a Special Resolution through Postal Ballot on 19th July 2019.*

“Gender” word importing the masculine gender, also include the feminine gender; **“General Meeting”** means any meeting of the Shareholders of the Company;

“Independent Director” shall mean a Director fulfilling the criteria of an ‘independent director’ under the Act and the LODR;

“INR” or **“Rs.”** means Indian Rupees, the currency of the Republic of India for the time being in force;

“Managing Director” means the managing Director of the Company;

“Memorandum” means the Memorandum of Association of the Company, as amended from time to time;

“Office” means the Registered Office of the Company for the time being;

“Person” includes an individual, proprietorship, partnership, corporation, company, unincorporated organization or any association, trust or other entity, whether incorporated or not;

“Plural Number” words importing the plural number also include the singular number;

“Register and Index of Members and Debenture Holders” means the Register and Index of Members and Debenture Holders maintained by the Company under the Act, and shall include the register of beneficial owners of shares and debentures maintained by a Depository in any media as may be permitted by law, including electronic media;

“Seal” means the Common Seal of the Company for the time being;

“SEBI” means the Securities and Exchange Board of India, a body established under the provisions of the Securities and Exchange Board of India Act, 1992;

“SEBI (ICDR) Regulations” means the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, including any amendments, modifications or re-enactment thereof;

“SEBI (LODR) Regulations” or **“LODR”** means the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, including any amendments, modifications or re-enactment thereof;

“Shareholders” means the shareholders of the Company as reflected in the statutory registers of the Company as shareholders of the Company;

Subject as aforesaid any words or expression defined in the Act shall except where the subject or context forbids bear the same meaning in these articles.

MARGINAL NOTES

3. The Marginal notes hereto shall not affect the construction hereof.

COPIES OF MEMORANDUM AND ARTICLES TO BE GIVEN TO MEMBERS

4. Copies of the Memorandum and Articles and other documents specified under Section 17 of the Act shall be furnished by the Company to any member at his request within 7days of the request, subject to the payment of fees as prescribed under the Act.
5. The Authorised Share Capital of the Company is as reflected in Clause V of the Memorandum, as amended from time to time.

EQUITY SHARES CAPITAL WITH DIFFERENTIAL RIGHTS

6. Subject to these Articles, the Company may issue equity share capital with differential rights as to dividend, voting or otherwise in accordance with such rules and subject to such conditions as may be prescribed under the Act.

SHARES UNDER THE CONTROL OF THE DIRECTORS

7. Subject to the provisions of the Act and these Articles, the shares in the capital of the company for the time being (including any shares forming part of any increased capital of the company) shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such times as they may from time to time think fit and proper, and with full power to give to any person the option to call for or be allotted shares of any class of the Company either at par or at a premium or subject as aforesaid at a discount such option being exercisable at such times and for such considerations as the Directors think fit.

POWER OF GENERAL MEETING TO OFFER SHARES TO SUCH PERSONS AS THE COMPANY MAY RESOLVE

8. In addition to and without derogating from the powers for that purpose conferred on the Directors under Article 7 and subject to other provisions of these Articles, the Company in General Meeting may, determine that any shares out of the authorized, but unissued share capital of the Company (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) in such proportion and on such terms and conditions and either at a premium or at par or, subject to compliance with the provisions of the Act at a discount, as such General Meeting shall determine and with full power to give to any person (whether a member or holder of debentures of the Company or not) the option to call for or be allotted shares of any class of the Company either at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting, or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares. Subject to any direction given by General Meeting as aforesaid, the provisions of Articles hereof shall apply to any issue of new shares.

INCREASE OF CAPITAL

9. (a) The Company may from time to time in General Meeting alter the Memorandum to increase its authorized share capital by the creation of new shares of such amount as it thinks expedient subject to the provisions of these Articles and the Act.

(b) Subject to the provisions of the Act and these Articles, the new shares shall be issued on such terms and conditions and with such rights, and privileges annexed thereto as the General Meeting creating the same directs and if no direction be given, then as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in distribution of assets of the Company and any preference shares may be issued on terms that they are or at the option of the Company be liable to be redeemed.

FURTHER ISSUE OF CAPITAL

10. (a) The Board or the Company, as the case may be, may, in accordance with the Act and the rules prescribed there under, issue further shares to –

Persons who, at the date of the offer, are holders of Equity Shares in proportion, as nearly as circumstances admit, to the paid-up share capital on those shares; and such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person;

or employees under any scheme of employees' stock option; or any persons, whether or not those persons include the persons referred to in sub-clause (a) or sub-clause (b) above.

(b) A further issue of share capital may be made in any manner whatsoever as the Board or the Company, as the case may be, may determine, including by way of preferential offer or private placement, subject to and in accordance with the Act, the rules made there under and SEBI regulations.

11. The Company shall have power to issue its securities at a premium and shall duly comply with the provisions of Section 52 of the Act.

12. (a) Subject to the provisions of the SEBI (ICDR) Regulations, as may be applicable from time to time and other applicable laws, these Articles and with the consent of the members of the Company by Special Resolution at a General Meeting or by postal ballot, the Board of Directors of the Company or a Committee thereof duly authorized by the Board of Directors may issue and allot Warrants convertible into Equity Shares or Preference Shares or Depository Receipts evidenced by Equity Shares/Preference Shares at such rate and on such terms and conditions as may be determined at the sole discretion of the Board/Committee, to one or more persons, including existing shareholders, general public, or on preferential basis to the promoters, directors, bodies corporate, unincorporated entities, banks, financial institutions, trusts, NRIs, or such other persons from time to time, as it may think fit, on receipt of such amount as may be decided by the Board/Committee, subject to applicable laws. The Board of Directors of the Company shall be authorised to make provisions as to the allotment and issue of Warrants and in particular may determine to whom the same shall be offered whether at par or at premium subject to the provisions of the Companies Act, 2013 and all the applicable laws.

(b) The Company may by special resolution authorise the Board to convert warrants into equity shares at such rates (including premium), terms and conditions as may be determined by the Board and in accordance with the guidelines issued by the SEBI and other applicable laws either in a single tranche or otherwise as per the discretion of the Board.

DEMATERIALISATION OF SECURITIES

13. Either the company or the member / investor may exercise an option to issue, deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized pursuant to the Depositories Act in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modification thereto or re-enactment thereof.

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

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

(b) Save as otherwise provided in sub-clause (a) above, and notwithstanding anything contained in these Articles, the Depository as the registered owner of the securities shall not have voting rights or any other rights in respect of the security held by it.

(c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of a 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 with a Depository.

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

(e) Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the Bye-Laws and the Company in that behalf.

(f) Upon receipt of certificates of securities on surrender by a person who has entered into an agreement with the Depository through a depository participant, the Company shall cancel such certificate and substitute in its records the name of Depository as the registered owner in respect of the said securities.

(g) If a beneficial owner seeks to opt out of a Depository in respect of any security, then the Company shall, in the manner and time prescribed in this behalf, issue the certificate of securities to the beneficial owner or the transferee thereof, as the case may be.

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

(i) Notwithstanding anything in the Act, or these Articles where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

(j) The Company shall keep a Register and Index of Members and Debenture holders in accordance with Section 88 of the Act, and Depositories Act, with details of shares and debentures held in physical and dematerialized forms in any media as may be permitted by law including in electronic media. The Company shall have the power to keep in any country outside India a part of the Register and Index of Members and Debenture holders in the manner prescribed under the Act.

For the purpose of this Article and other Articles having reference to Depository or dematerialization, security shall mean such security as may be specified by SEBI for the purposes of the Depositories Act.

PROVISION IN CASE OF PREFERENCE SHARES

14. Subject to the provisions of these Articles, the Company shall have the power to issue preference shares, which may be liable to be redeemed or converted, and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption/conversion, which shall be in accordance with the provisions of the Act, SEBI (ICDR) Regulations and any other law for the time being in force.

POWER TO ISSUE SWEAT EQUITY SHARES

15. Subject to and in compliance with the Act and other applicable law, the Company may issue equity shares or other securities to its employees or Director(s), including at a discount or for consideration other than cash.

SAME AS ORIGINAL CAPITAL

16. 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 original ordinary capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise.

POWER TO MODIFY CLASS RIGHTS

17. If at any time the share capital by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be varied, modified, abrogated or dealt with, subject to the provisions of Section 48 of the Act and any other applicable law.

DIRECTORS MAY ALLOT SHARES AS FULLY PAID-UP OR PARTLY PAID-UP

18. Subject to the provisions of the Act and the Articles, the Directors may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up or for consideration other than cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.

INSTRUMENTS ON SHARES TO BE DULY PAID

19. If by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.

LIABILITY OF MEMBERS

20. Every member, his executors, administrators or other legal representatives shall pay to the Company the proportion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner, as the Directors shall from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

COMPANY NOT BOUND TO RECOGNIZE ANY INTEREST IN SHARES OTHER THAN THAT OF THE REGISTERED HOLDERS

21. Except as required by applicable law, no person shall be recognized by the Company as holding any share upon any and he shall not be bound by, or be compelled in any way, to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any functional part of a share, or (except only as by these Articles or as ordered by a court of competent jurisdiction or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.

22. The company may subject to the provisions of section 40 and other applicable provisions (if any) of the Act at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or his procuring or agreeing to procure subscription, whether absolutely or conditionally, for any shares in or any debentures of the company, but so that the amount or rate of commission does not exceed in the case of shares 5 percent of the price at which the share are issued and in case of debentures 2.5 percent of the

price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully paid shares or partly in the one way and partly in the other. The company may also on any issue of shares or debentures pay such brokerage as may be lawful.

CERTIFICATES

CERTIFICATES OF SHARES

23. (a) The Certificate of title to shares shall be issued under the seal of the company which shall be affixed in the presence of and signed by (i) two Directors, and (ii) the Secretary or any other person authorized by the Board in this regards. A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography.

Provided always that notwithstanding anything contained in this Article the certificate of title to shares may be executed and issued in accordance with such other provisions of the Act or the Rules made there under, as may be in force for the time being and from time to time.

(b) Every member shall be entitled without payment to one certificate for all the shares of each class or denomination registered in his name or if the Directors so approve (upon paying such fee or fees or at the discretion of the Directors without payment of fees as the Directors may from time to time determine) to several certificates each for one or more shares of each class. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Directors shall prescribe or approve.

LIMITATION OF TIME FOR ISSUE OF CERTIFICATES

24. The Company shall within the time prescribed after the allotment of any of its shares or debentures and within two months after the application for the registration of the transfer of any such shares or debentures complete and have ready for delivery the certificates of all shares and debentures allotted or transferred, unless the conditions of issue of the shares or debentures otherwise provide and the company shall otherwise comply with the requirements of Section 56 and other applicable provisions (if any) of the Act.

AS TO ISSUE OF NEW CERTIFICATES IN PLACE OF ONE DEFACED, LOST OR DESTROYED

25. If any certificate be decrepit, worn out, defaced, torn or be otherwise mutilated or rendered useless from any cause whatsoever, or if there be no space on the back thereof for endorsement of transfers, then upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate on payment, if any, of such sum not exceeding Re. 1/- as the Directors may in their discretion determine. The Directors may in their discretion waive payment of such fee in the case of any certificate or certificates.

CALLS

BOARD MAY MAKE CALLS

26. The Board of Directors may from time to time, but subject to the conditions herein after mentioned, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the Company or where payable to a person other than the Company to the persons and at the time or times appointed by the directors.

CALLS ON SHARES OF SAME CLASS TO BE MADE ON UNIFORM BASIS

27. Where after the commencement of the Act, any calls for future share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.

NOTICE OF CALL

28. Fifteen days' notice at the least of every call otherwise than on allotment shall be given specifying the time of payment and if payable to any person other than the Company the name of the person to whom the call shall be paid, provided that before the time for payment of such call the Directors may by notice in writing to the members revoke the same.

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

DIRECTORS MAY EXTEND TIME

30. The Directors may from time to time, at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause, Directors may deem entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.

AMOUNT PAYABLE AT FIXED TIME OR BY INSTALLMENTS AS CALLS

31. If by the terms of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times (whether on account of the amount of shares or by way of premium) every such amount or installments shall be payable as if it were a call duly made by the Board of Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.

JUDGMENT DECREE OR PARTIAL PAYMENT NOT TO PRECLUDE FORFEITURE

32. Neither a Judgment nor a decree in favour of the Company for calls or other money due in respect of any shares nor any part payment or satisfaction there under nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the forfeiture of such shares as herein provided.

PROOF ON TRIAL OF SUIT FOR MONEY DUE ON SHARES

33. Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of any shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder of the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given in pursuance of these presents and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

PAYMENT IN ANTICIPATION OF CALLS MAY CARRY INTEREST

34. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys due upon the shares, held by him beyond the sums actually called for; and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which, such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon. The Company may at any time repay the amount so advanced upon giving to such member three months' notice in writing.
35. However such payment as mentioned in Article 34 shall not confer a right to participate in profits or dividend nor shall the member be entitled to any voting rights in respect of the money so paid by him until the same would but for such payment, become presently payable. The Directors may at any time repay the amount so advanced.

CALLS ON WARRANTS

36. The Board may from time to time subject to the terms on which any warrants convertible in to equity shares or preference shares or depository receipts evidenced by equity shares or preference shares may have been issued, make call on the warrant holders in respect of the balance amount unpaid on the warrants held by them respectively in accordance with the terms of issue of warrants, and in case the terms of warrants do not provide for the same, the Board or any Committee thereof duly empowered may determine such terms, provided that all payments must be made on or before the date of conversion of the warrants into equity shares/preference shares/depository receipts evidenced by equity shares or preference shares. In case of failure to make payment thereof in accordance with the terms of issue of warrants, or in absence of such terms, in accordance with the terms as may have been determined by the Board or any Committee thereof, duly empowered, the amount so deposited at that time of allotment of the warrant(s) shall be forfeited by the Board or any committee thereof, duly empowered.

FORFEITURE, SURRENDER AND LIEN

IF CALL OR INSTALLMENTS NOT PAID NOTICE MUST BE GIVEN

37. If any member fails to pay the whole or any part of any call or installment or, any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same the Directors may at any time there after during such time as the call or the installment or any part thereof or other moneys remain unpaid or judgment or decree in respect thereof remains unsatisfied in whole or in part serve a notice on such member or on the person (if any) entitled to the share by transmission requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with, any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment.

TERMS OF NOTICE

38. The notice shall name a day (not being less than 14 days from the date of the notice) on or before which such call, installment or such part or other moneys as aforesaid and such interest and expenses as aforesaid are to be paid and if payable to any person other than the Company the person to whom such payment is to be made. The notice shall also state in the event of non-payment at or before the time, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

IN DEFAULT OF PAYMENT, SHARES TO BE FORFEITED

39. If the requirement of any such notice as aforesaid shall not be complied with, any of the shares in respect of which such notice has been given may at any time thereafter before payment of all calls or installments interest and expenses or other moneys due in respect thereof be forfeited by, a resolution of the Directors

to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

ENTRY OF FORFEITURE IN REGISTER OF MEMBERS

40. When any share shall have been so forfeited, an entry of forfeiture with the date thereof shall be made in the Register of Members.

FORFEITED SHARES TO BE PROPERTY OF THE COMPANY AND MAY BE SOLD ETC.

41. Any share so forfeited shall be deemed to be the property of the company and may be sold, re-allotted or otherwise disposed of either to the original holder thereof, or to any other person, upon such terms and in such manner as the Board shall think fit.

POWER TO ANNUL FORFEITURE

42. The Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

EFFECT OF FORFEITURE

43. The forfeiture of a share shall involve the extinguishment at the time of the forfeiture of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incident to the shares, except only such of these rights as by these presents are expressly saved.

SURRENDER OF SHARES

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

COMPANY'S LIEN ON SHARES

45. The Company shall have no lien on its fully paid shares. In the case of partly paid-up shares the Company shall have a first and paramount lien only for all moneys called or payable at a fixed time in respect of such shares. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer to shares shall operate as a waiver of the Company's lien, if any, on such shares. The Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article.

AS TO ENFORCING LIEN BY SALE

46. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made unless some sum in receipt of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment or discharge of such debts or liabilities within seven days after such notice. To give effect to any such sale, the Board may authorize some person to transfer the shares to a purchaser and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid, the certificate in respect of the shares sold shall stand cancelled and become null & void and be of no effect, and the Directors shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.

APPLICATION OF PROCEEDS OF SALE

47. The net proceeds of any such sale after payment of the costs of such sale shall be applied in or towards the satisfactions of the said debts or liabilities of such member and the residue (in any) paid to such member or the person (in any) entitled by transmission to the shares so sold.

TITLE TO FORFEITED SHARES

48. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment or other disposal of the share.

TRANSFER AND TRANSMISSION OF SHARES

REGISTER OF TRANSFERS

49. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer, or transmission of any share.

GENERAL POWER TO REFUSE TRANSFER

50. The Directors may at their absolute and uncontrolled discretion, decline to register or acknowledge any transfer of shares, and shall not be bound to give any reason for such refusal, and in particular may so decline in respect of shares upon which the Company has a lien. This Article shall apply notwithstanding that the proposed transferee may be already a member. The Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transfer or notice of the refusal to register such transfer provided that registration of such transfer shall not be refused on the ground of the transfer or being, either singly or jointly with any other person or persons, indebted to the Company on any account whatsoever except where the Company has exercised its right of lien on the shares.

FORM OF TRANSFER

51. (a) Shares in the Company may be transferred by an instrument in writing in such form and by such procedure as from time to time may be prescribed by law. Subject thereto the Directors may prescribe a common form for instruments of transfer, which may from time to time be altered by the Directors.

CUSTODY OF TRANSFER

(b) The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine.

NO FEE FOR TRANSFER OF SHARES

(c) The Company shall not charge any fee for registration of transfer, transmission, probate, succession certificate and letter of administration, certificate of marriage or death, power of attorney or similar other documents.

TITLE TO SHARES

52. The executors or administrators of a deceased member or a holder of a succession certificate or other legal representation in respect of share of a deceased member where he was a sole or only surviving holder shall be the only person whom the Company shall be bound to recognize as having any title to the shares registered in the name of such member and the Company shall not be bound to recognize such executors, administrators or holder unless such executors or administrators shall have first obtained probate or letters of administration or such holder is the holder of a succession certificate or other legal representation as the case may be, from a competent court or government authority in India provided that in any case where the Directors in their absolute discretion think fit, the Directors may dispense with production of probate or letters of administration or succession certificate or other legal representation and under the next Article, register the name of any person who claims to be absolutely entitled to the share standing in the name of a deceased member as a member.

REGISTRATION OF PERSONS ENTITLED TO SHARES OTHERWISE THAN BY TRANSFER (TRANSMISSION CLAUSE)

53. Any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents may, with the consent of the Directors (which they shall not be under any obligation to give) 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 Directors shall require either be registered as a member in respect of such shares and may, subject to the regulations as to transfer herein before contained, transfer such shares. This Article is herein referred to as the Transmission Clause.

REFUSAL TO REGISTER NOMINEES

54. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominees as if he were the transferee named in an ordinary transfer presented for registration.

BOARD MAY REQUIRE EVIDENCE OF TRANSMISSION

55. Every transmission of share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same is so verified or until an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any transmission.

THE COMPANY NOT LIABLE

56. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of share made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same share notwithstanding that the Company has had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred there to in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.

JOINT HOLDERS

57. Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to the following and other provision contained in these Articles:

COMPANY MAY REFUSE TO REGISTER MORE THAN THREE PERSONS

(a) The Company shall be entitled to decline to register more than 3 persons as the Joint holder of any share.

JOINT AND SEVERAL LIABILITY FOR ALL PAYMENTS IN RESPECT OF SHARES

(b) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.

TITLE OF SURVIVORS

(c) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognized by the Company as having title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

RECEIPTS OF ONE SUFFICIENT

(d) Any one of such joint holders may give effectual receipts of any dividends or other moneys payable in respect of such share.

DELIVERY OF CERTIFICATE AND GIVING OF NOTICES TO FIRST NAMED HOLDERS

(e) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive any documents from the Company and any documents served on or sent to such person shall be deemed service on all the joint holders.

VOTES OF JOINT HOLDERS

(f) Any one of two or more joint holders may vote at any meeting either personally or by an attorney duly authorized under a power of attorney or by proxy in respect of such share as if he were solely entitled thereto and if more than one such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on register in respect of such share shall alone be entitled to vote in respect thereof, but the other or others or the joint holders shall be entitled to be present at the meeting; provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by an attorney duly authorized under the power of attorney or by proxy although the name of such stands first or higher (as the case may be) in the Register in respect of such share. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall for purposes of this sub- clause be deemed joint holders.

BORROWING POWERS

POWER TO BORROW

58. Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Board shall have the power from time to time at its discretion to borrow any sum or sums of money for the purposes of the Company provided that the total amount borrowed at any time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid-up capital of the Company, its free reserves and security premium or such other higher sum as may be permitted under the Act.

CONDITIONS ON WHICH MONEY MAY BE BORROWED

59. Subject to the provisions of the Act and these Articles the Directors may raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage or charge 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.

BONDS, DEBENTURES, ETC, TO BE SUBJECT TO CONTROL OF DIRECTORS

60. Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may, subject to the provisions of the Act and the Articles, issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

SECURITIES MAY BE ASSIGNABLE FREE FROM EQUITIES

61. Debentures, Debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

ISSUE AT DISCOUNT ETC. OR WITH SPECIAL PRIVILEGE

62. Subject to the provisions of the Act and these Articles, any bonds, debenture, debentures-stock or other securities may be issued at a discount, premium or at par and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise.

MORTGAGES OF UNCALLED CAPITAL

63. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or if permitted by the Act may by instrument under the seal authorize the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the member in respect of such uncalled capital and the provision herein before contained in regard to call shall mutatis mutandis apply to call made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed to be so.

INDEMNITY MAY BE GIVEN

64. Subject to the provisions of the Act and of these Articles, if any Director or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETING

ANNUAL GENERAL MEETING

65. (a) The Company shall, in addition to any meetings, hold a general meeting (herein called "Annual General Meeting") at the intervals and in accordance with the provisions herein specified. The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year; provided however, that if the Registrar of Companies shall have for any special reason extended the time within which

any Annual General Meeting shall be held by a further period not exceeding three months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Except the cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting, not more than fifteen months shall lapse between the date of an Annual General Meeting and that of the next.

(b) Every Annual General Meeting shall be called for a time during business hours and on such a day (not being a public holiday) as the Directors may from time to time determine and it shall be held either at the Registered office of the Company or at some place within the city where the registered office of the Company is situated. The notice calling the meeting shall specify it as the Annual General Meeting.

EXTRAORDINARY GENERAL MEETING

66. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

DIRECTORS MAY CALL EXTRAORDINARY GENERAL MEETING

67. The Board of Directors may call an Extraordinary General Meeting whenever they think fit.

CALL OF EXTRAORDINARY GENERAL MEETING ON REQUISITION

68. (a) The Board of Directors shall, on the requisition of members of the Company as holding with regard to any matter at the date of deposit of requisition, not less than one-tenth of the paid-up capital of the Company as at that date carries the right of voting in regard to that matter, forthwith proceed duly to call an Extraordinary General Meeting of the Company and the provisions of Section 100 of the Act (including the provisions below) shall be applicable.

(b) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the registered office of the Company.

(c) The requisition may consist of several documents in like form, each signed by one or more requisitionists.

(d) Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (a) above shall apply accordingly in regard to each such matter and the requisition shall accordingly be valid only in respect of those matters in regard to which condition specified in that sub-clause is fulfilled.

(e) If the Board of Directors does not, within twenty-one days of the date of the deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the deposit of the requisition the meeting may be called by the requisitionists themselves or by such of the requisitionists as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in sub-clause (a) above whichever is less.

(f) A meeting called under sub-clause (e) above by the requisitionists or any of them shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board, but shall not be held after the expiration of three months from the date of the deposit of the requisition.

(g) Any reasonable expenses incurred by the requisitionists by reason of failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company; and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors, as were in default.

NOTICE OF MEETINGS

69. (a) A General Meeting of the Company may be called after giving not less than 21 clear days' notice in writing

or through electronic mode in such manner as prescribed under the Act.

(b) However, a General Meeting may be called after giving shorter notice than 21 clear days, if the consent is accorded thereto in writing or by electronic mode:

(i) in the case of an Annual General Meeting by members of the Company holding not less than 95 percent of such part of the paid-up share capital of the Company as gives a right to vote at that meeting and

(ii) In the case of any other meeting by majority in number of members of the Company entitled to vote, holding not less than 95 percent of such part of the paid-up share capital of the Company as gives a right to vote at that meeting.

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

70. Without prejudice to the aforesaid, written notice of all General Meetings shall be given to all the shareholders at their usual address whether in India or abroad, with an explanatory statement containing all relevant information relating to the agenda for the General Meeting, in accordance with applicable law.

CONTENTS OF NOTICE

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

(b) In every notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or, where allowed, one or more proxies, to attend and vote instead of himself, and that a proxy need not be a member of the Company.

(c) The written notice shall specify and provide all the details of the action proposed to be undertaken as would reasonably enable a Shareholder to arrive at a decision with respect to such matter.

SERVICE OF NOTICE

72. Notice of every meeting shall be given to every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, the auditor(s) of the Company and every director of the Company in accordance with the provisions of the Act. Accidental omission to give notice to, or the non-receipt of such notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting.

RESOLUTIONS REQUIRING SPECIAL NOTICE

73. (a) Where, by any provision contained in the Act or in these Articles special notice is required of any resolution, notice of the intention to move the resolution shall be given to the Company not less than fourteen days before the meeting at which it so to be moved, exclusive of the day on which the notice is served or deemed to be served and the day of the meeting

(b) The Company shall, immediately after the notice of the intention to move any such resolution has been received by it, give its member notice of the resolution in the same manner as it gives notice of the meeting, or if that is not practicable shall give, them thereof, either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by the Articles not less than seven days before the meeting.

PROCEEDINGS AT GENERAL MEETING

QUORUM AT GENERAL MEETING

74. No business shall be transacted at any General Meeting, unless the requisite quorum is present at the time when the meeting proceeds to business. The quorum for a general meeting shall be the presence in person of such number of members as prescribed under Section 103 of the Act. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.

PROCEEDINGS WHERE QUORUM NOT PRESENT

75. If within half an hour after the time appointed for the holding of a General Meeting a quorum be not present the meeting if convened on the requisition of shareholders shall be dissolved and in every other case shall stand adjourned to the same day in the next week at the time and place or to such other day, time and place as the Directors may by notice to the shareholders appoint. If at such adjourned meeting a quorum be not present within half an hour, after the time appointed for holding the meeting, those members present shall be a quorum and may transact the business for which the meeting was called.

BUSINESS AT ADJOURNED MEETINGS

76. No business shall be transacted at adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

CHAIRMAN OR A DIRECTOR TO BE CHAIRMAN OF GENERAL MEETING

77. (a) The Chairman (if any) of the Board of Directors shall, if willing, preside as Chairman at every General Meeting, whether Ordinary or Extraordinary but if there be no such Chairman, or in case of his absence or refusal, one of the Directors (if any be present) shall be chosen to be Chairman of the meeting
(b) The Chairman shall not have a casting vote.

IN CASE OF THEIR ABSENCE OR REFUSAL, MEMBERS TO APPOINT CHAIRMAN

(c) If at any meeting a quorum of members shall be present, and the chair shall not be taken by the Chairman of the Board or by a Director at the expiration of half an hour from the time appointed for holding the meeting or if before the expiration of that time all the Directors shall decline to take the chair, the members present shall choose one of their own number to be Chairman of the meeting.

BUSINESS CONFINED TO ELECTION OF CHAIRMAN WHILST CHAIR VACANT

78. (a) No business shall be discussed at any General Meeting whilst the Chair is vacant except the election of a Chairman.

(b) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles and the Chairman elected on a show of hands shall continue to be the Chairman of the meeting until some other person is elected as Chairman as a result of the poll, and such other person shall be the Chairman for the rest of the meeting.

CHAIRMAN WITH CONSENT MAY ADJOURN MEETINGS

79. The Chairman with the consent of any meeting at which a quorum is present, may adjourn any meeting from time to time and from place to place.

NOTICE TO BE GIVEN WHERE MEETING ADJOURNED FOR 30 DAYS OR MORE

80. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETING

81. Voting at General Meeting shall be in accordance with the provisions of the Act and Rules made thereunder, or under any other regulations for the time being in force.

SCRUTINIZERS

82. The Chairman of the Meeting shall appoint such number of scrutinizers as he deems necessary to scrutinize the votes given and to report thereon to him. The Chairman shall have the power, at any time before the result of the poll is declared to remove a scrutinizer from office and to fill vacancies in the office of scrutinizers arising from such removal or from any other cause.

REPORTS, STATEMENTS, REGISTERS TO BE LAID ON THE TABLE

83. (a) At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and audited statement of Accounts, Auditors' Report (if not already incorporated in the audited statement of Accounts), the Proxy Register with proxies and the Register of Directors holdings maintained under Section 170 of the Act. The Auditors' Report shall be read before the Company in General Meeting and shall be open for inspection by any member of the Company.

(b) Where any item of business includes the consideration of any document by the meeting, the time and place where the document can be inspected shall be specified in the explanatory statement to the notice.

MINUTES OF GENERAL MEETING

84. The Company shall cause minutes of all proceedings of every general meeting of any class of shareholders or creditors, and every resolution passed by postal ballot to be kept in accordance with the provisions of Section 118 of the Act, by making within thirty days of the conclusion of each such meeting entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman within that period, by a Director duly authorized by the Board for that purpose. In no case the minutes of the proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. Any such minutes kept as aforesaid, shall be evidence of the proceedings recorded therein.

PUBLICATION OF REPORTS OF PROCEEDINGS OF GENERAL MEETINGS

85. No report of the proceedings of any general meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by these Articles or Section 118 of the Act to be contained in the minutes of the proceedings of such meeting.

VOTES OF MEMBERS

VOTES MAY BE GIVEN BY PROXY OR ATTORNEY

86. Subject to the provisions of the Act and these Articles, votes may be given either personally or by a representative duly authorized under Section 113 of the Act and the Articles.

NUMBER OF VOTES TO WHICH MEMBERS ARE ENTITLED

87. Subject to the provisions of the Act and these Articles every member entitled to vote on the resolutions placed before the meeting (including voting by electronic means) and present in person (including present by attorney or by proxy or in the case of a body corporate by a representative duly authorized in accordance with the provisions of Section 113 of the Act and the Articles) shall have voting rights in accordance with the provisions of Section 47 of the Act;

VOTES MAY BE BY PROXY OR ATTORNEY

88. Votes may be given either personally or by attorney or by proxy or in the case of a body corporate, also by a representative duly authorized in accordance with Section 105 of the Act.

VOTING BY ELECTRONIC MEANS

89. A member may exercise their votes at a meeting by electronic means in accordance with Section 108 of the Act.

VOTES IN RESPECT OF SHARES OF DECEASED MEMBERS

90. Any person entitled under the Transmission Clause (Article 53) to transfer any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares provided that at least 48 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 Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

NO MEMBER TO VOTE UNLESS CALLS ARE PAID UP

91. Subject to the provisions of the Act no member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or attorney or as a proxy or attorney for any other member or be reckoned in quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member, for more than one month.

RIGHT OF MEMBER TO USE HIS VOTES DIFFERENTLY

92. On a poll taken at a meeting of the Company, a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be need not, if he votes use all his votes or cast in the same way all the votes he uses.

PROXIES

93. Any member entitled to attend at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself; but a proxy so appointed shall not have right to speak at the meeting.

APPOINTMENT OF PROXY

94. Every proxy shall be appointed by an instrument in writing signed by the appointer or his attorney duly authorized in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorized by it.

DEPOSIT OF INSTRUMENT

95. (a) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it

is signed or a notarially certified copy thereof shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument appointing a proxy shall not be treated as valid. An attorney shall not be entitled to vote unless the power of attorney or other instrument appointing him or notarially certified copy thereof has either been registered in the records of the Company at any time not less than forty-eight hours before the time of holding the meeting at which the attorneys proposes to vote or is deposited at the office of the Company not less than forty-eight hours before the time fixed for such meeting as aforesaid. Notwithstanding that a power of attorney or other authority has been registered in the records of the Company, the Company may by notice in writing addressed to the member or the attorney at least fourteen days before the meeting require him to produce the original power of attorney or authority and unless the same is thereon deposited with the Company not less than forty-eight hours before the time fixed for the meeting, the attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.

INSPECTION OF PROXIES

(b) Every member entitled to vote at a meeting of the Company according to the provisions of these Articles on any resolution to be moved there at shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the company provided not less than three days' notice in writing of the intention so to inspect is given to the Company.

FORM OF PROXY

96. The instrument appointing a proxy shall be as per the form prescribed under the Act.

CUSTODY OF INSTRUMENT

97. If any such instrument of appointment be confined to the object of appointing an attorney or proxy for voting at meetings of the Company, it shall remain permanently or for such time as the Directors may determine, in the custody of the Company.

VALIDITY OF VOTES GIVEN BY PROXY NOTWITHSTANDING DEATH OF MEMBER, ETC.

98. A vote given in accordance with the terms of an instrument of proxy or a Power of Attorney shall be valid notwithstanding the previous death of the principal or revocation of the proxy or the power of attorney as the case may be or of the power of attorney under which such proxy was signed or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, revocation of transfer shall have been received at the registered office of the Company before the meeting.

TIME FOR OBJECTIONS TO VOTES

99. Subject to the provisions of the Act and these Articles, no objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy or by any means hereby authorized and not disallowed at such meeting or poll shall be deemed valid for all purpose of such meeting or poll whatsoever.

CHAIRMAN OF ANY MEETING TO BE THE JUDGE OF ANY VOTE

100. Subject to the provisions of the Act and these Articles, the Chairman of any meeting shall be sole judge of the validity of every vote tendered at such meeting, and subject as aforesaid the Chairman present at the taking of a poll shall be sole judge of the validity of every vote tendered at such poll.

DIRECTORS

INDEPENDENT DIRECTORS

101. The Board and the committees formed thereunder shall consist of such number of Independent Directors as may be required under the Act, the LODR and/or any other applicable law ("Required Independent Directors"). All such Independent Directors shall be appointed by the Board in accordance with the applicable law. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment on passing of Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold office for more than two consecutive terms. The provisions relating to retirement of directors by rotation shall not be applicable to Independent Directors.

COMPOSITION OF THE BOARD

102. The number and composition of the Board of Directors including non-executive directors, independent directors and woman director shall be in accordance with the Act and LODR.

ALTERNATE DIRECTORS

103. The Board may appoint alternate directors in accordance with the provisions of the Act.

APPOINTMENT OF NOMINEE DIRECTOR

104. (a) Notwithstanding anything to the contrary contained in these Articles, so long as any monies remain owing by the Company to Industrial Finance Corporation of India (IFCI), Life Insurance Corporation of India (LIC) or to any other Financial Institution / Bank / Corporation / Credit Corporation / Finance Company / Body Corporate (herein after in this Article referred to as "the Corporation") or so long as the Corporation continue to hold debentures in the Company as a result of underwriting or by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or by direct subscription or so long as any liability of the company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint, from time to time, any person or persons as a Director or Directors (which Director or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their places.

(b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

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

(d) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee

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

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fee in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

*** APPOINTMENT OF NOMINEE DIRECTOR BY DEBENTURE TRUSTEE**

104A. Without prejudice to its other rights under the Debenture Documents, the Debenture Trustee shall have a right to appoint a nominee director on the Board of the company in the event of:

- (i) two consecutive defaults in payment of interest to the debenture holders; or
- (ii) default in creation of security for debentures; or
- (iii) default in redemption of debentures.

The Nominee Director shall not be liable to retire by rotation nor be required to hold any qualification shares. The issuer shall appoint the person nominated by the debenture trustee in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee."

CASUAL VACANCY

105. Subject to the provisions of the Act and these Articles, any casual vacancy occurring in the office of a Director may be filled up by the Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office, if the vacancy had not occurred.

APPOINTMENT OF ADDITIONAL DIRECTORS

106. Subject to the provisions of the Act and these Articles, the Directors shall have powers at any time and from time to time to appoint a person as an additional Director. The Additional Director shall retire from office at the next Annual General Meeting, but shall be eligible for re-election.

REMUNERATION OF DIRECTOR

107. The remuneration of directors shall be in accordance with the provisions of the Act.

108. A Director may receive remuneration by way of fee not exceeding such amount as may be permissible under the Act for attending each meeting of the Board or Committee thereof or for any other purpose whatsoever as may be decided by the Board, subject to applicable law.

109. Subject to the provisions of the Act, the Board shall have power to pay such remuneration to a Director for his services of a professional or other nature, whole time or part time, rendered by him to the Company, as may be determined by the Board. If any director, being willing, shall be called upon to

** Inserted vide Special Resolution passed by the shareholders at the 27th AGM held on 25th September 2023.*

perform extra services or to make special exertions in going to or residing at a place other than the place where the office of the Company is situated or where such director usually resides, or otherwise in the Company's business or for any of the purposes of the Company, then subject to the provisions of the Act, the Board shall have power to pay to such director such remuneration as may be determined by the Board in such form and in such manner as may be permissible under the applicable law. Subject to the provisions of Section 197 of the said Act, such remuneration and/or additional remuneration may be paid by way of salary or commission on net profits or turnover or by participation in profits or by way of perquisites or stock options or sweat equity shares or in any other manner as may be determined by the Board.

110. The Board of Directors may allow and pay to any Director fair compensation for his travelling and other expenses incurred in connection with the business of the Company including for the purpose of attendance at meetings of the Board or Committees thereof.

WHEN OFFICE OF DIRECTOR TO BECOME VACANT

111. A director shall vacate his office as director in the circumstances as mentioned in the Act.

DISQUALIFICATION OF DIRECTOR

112. Any Director, who is disqualified under the provisions of the Act or appears on the defaulter list of the Reserve Bank of India / any Credit Information Company or ECGC caution list and/ or is also a director on the board of any other company, which has been identified as a wilful defaulter by any bank or financial institution, as per the parameters determined by the Reserve Bank of India from time to time, shall be liable to be removed from the Board, subject to compliance with the procedure prescribed under the Act.

DIRECTORS MAY CONTRACT WITH COMPANY

113. (a) Subject to the provisions of Clauses (b), (c), (d) and (e) of this Article and the other Articles hereof and the Act and the observance and fulfillment thereof, no Director (subject however to Independent Directors fulfilling the criteria of independence as provided in the Act and LODR) shall be disqualified by his office from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the company for any profit realized by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him as provided by clauses (b), (c) and (d) hereof.

DISCLOSURE OF INTEREST

(b) Every Director shall at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every Financial Year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his concern or interest in any company or companies or bodies corporate, firms, or other association of individuals which shall include any shareholding interest.

(c) Every Director, who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into—

- (i) with a body corporate in which such Director or such Director in association with any other Director, holds more than two percent shareholding, or of which is a promoter, manager or chief executive officer; or
(ii) with a firm or other entity in which, such Director is a partner, owner or member, as the case may be,

shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting.

Provided that where any Director who is not so concerned or interested at the time of entering into such contract or arrangement, he shall, if he becomes concerned or interested after the contract or arrangement is entered into, disclose his concern or interest forthwith when he becomes so concerned or interested or at the first meeting of the Board held after he becomes so concerned or interested.

(d) For the purpose of this Article, a general notice may be given to the Board by a Director to the effect that he is a director, member, promoter, manager or chief executive officer of a specified body corporate or is a partner, owner or member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement, which may, after the date of notice, be entered into with that body corporate or firm, and such notice shall be deemed to be sufficient disclosure of concern or interest in relation to any contract or arrangement so made thereafter. Any such general notice shall expire at the end of the Financial Year in which it is given but may be renewed for further periods of one Financial Year at a time by a fresh notice given in the last month of the Financial Year in which it would have otherwise expired. The general notice aforesaid and any renewal thereof shall be given at a meeting of the Board or the Director concerned shall take reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

(e) Nothing in Clauses (b), (c) and (d) hereof shall:

(i) be taken to prejudice the operation of any rule of law restricting a Director of the Company from having any concern or interest in any contract or arrangement with the Company;

(ii) apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any one of the Directors of the Company or two or more of them together holds or hold not more than 2 percent of the paid-up share capital in the other company.

REGISTER OF CONTRACTS IN WHICH DIRECTORS ARE INTERESTED

114. The Company shall keep a register in accordance with Section 189 (1) of the Act and shall within time specified in Section 189(2) of the Act enter therein such of the particulars as may be relevant having regard to the application thereto of Section 188 or Section 184 of the Act as the case may be. The Register aforesaid shall specify, in relation to each Director, such details as may be prescribed from time to time under the Act or relevant rules.

DIRECTORS MAY BE DIRECTORS OF COMPANIES PROMOTED BY THE COMPANY

115. A Director of the Company may be or become a Director of any company promoted by this Company, or in which it may be interested as a vendor, member or otherwise, and subject to the provisions of the Act and these Articles, no such Directors shall be accountable for any benefits received as director or member of such company.

DISCLOSURE BY DIRECTOR OF APPOINTMENTS

116. A Director shall within thirty days of his appointment to or relinquishment of his office as Director, Managing Director, Manager or Secretary, in any other body corporate disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under the provisions of the Act. The Company shall enter the aforesaid particulars in a register kept for that purpose in conformity with the provisions of the Act.

LOANS TO DIRECTORS

117. The Company shall comply with applicable law with regard to grant of loans to Directors and other persons as provided in Section 185 and other applicable provisions (if any) of the Act.

RETIREMENT AND ROTATION OF DIRECTORS

RETIREMENT BY ROTATION

118. (a) Not less than two-thirds of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the Act and these Articles, be appointed by the company in General Meetings.

Explanation: For the purposes of this Article, “total number of Directors” shall not include Independent Directors appointed on the Board of the Company.

(b) The remaining Directors shall also be appointed by the Company in General Meeting except to the extent otherwise permitted under applicable law and the Articles.

DIRECTORS TO RETIRE ANNUALLY HOW DETERMINED

119. At the Annual General Meeting each year one-third of the Directors for the time as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.

ASCERTAINMENT OF DIRECTORS RETIRING BY ROTATION

120. Subject to the provisions of the Act and these Articles, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. Subject to the provisions of the Act, a retiring Director shall retain office until the dissolution of the meeting at which his reappointment is decided or his successor is appointed.

ELIGIBILITY FOR REAPPOINTMENT

121. Subject to the provisions of the Act and these Articles a retiring Director shall be eligible for reappointment.

COMPANY TO FILL UP VACANCY

122. Subject to the provisions of the Act and these Articles, the Company, at the Annual General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by election of the retiring Director or some other person thereto.

PROVISIONS IN DEFAULT OF APPOINTMENT

123. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place.

DEEMED REAPPOINTMENT AT THE ADJOURNED MEETING

124. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless:
- (a) at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost; or
 - (b) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
 - (c) he is not qualified or is disqualified for appointment; or
 - (d) a resolution whether special or ordinary, is required for the appointment or re- appointment by virtue of any provisions of the Act; or
 - (e) Section 162 of the Act is applicable to the case.

NOTICE OF CANDIDATURE FOR OFFICE OF DIRECTORS

125. Subject to the provisions of the Act and these Articles, any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting if he or some member intending to propose him has at least fourteen clear days before the meeting left at the registered office of the Company 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 the prescribed fee/deposit, if any.

CONSENT TO ACT AS DIRECTOR

126. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the company his consent in writing to act as a Director if appointed.

INDIVIDUAL RESOLUTION FOR DIRECTORS' APPOINTMENTS

127. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this Article shall be void whether or not objection was taken at the time to its being so moved; Provided that where a resolution so moved is passed no provisions for the automatic re-appointment of retiring Directors by virtue of these Articles or the Act in default of another appointment shall apply.

INCREASE OR REDUCTION IN THE NUMBER OF DIRECTORS AND ALTERATION IN THEIR QUALIFICATION

THE COMPANY MAY INCREASE OR REDUCE NUMBER OF DIRECTORS AND ALTER THEIR QUALIFICATION

128. Subject to the provisions of the Act and these Articles, the Company may from time to time increase or reduce the number of Directors and alter their qualification in the manner provided in the Act or any other applicable regulations; Provided that any increase in the number of Directors exceeding fifteen shall not have any effect unless approved by special resolution.

PROCEEDINGS OF BOARD OF DIRECTORS

129. Subject to the provisions of these Articles and applicable laws, the Board and any committee formed there under shall be responsible for the management, supervision and direction of the Company.

MEETINGS OF THE BOARD

130. Unless otherwise required by applicable law, in which case those requirements will apply, at least four meetings of the Board shall be held in a calendar year, in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.
131. Each Director shall be entitled to receive all notices, agenda and other relevant material and to attend all Board meetings and meetings of any committees of the Board of which such Director is a member. Subject to the provisions of the Act, the Directors may participate in a meeting of the Board, either in person or through video conferencing or other audio-visual means.
132. Without prejudice to the provisions of Article 130, a meeting of the Board may be called by any Director by providing a written notice to the company secretary of the Company or the relevant Person nominated by the Board in this regard with a copy to the Chairman. The company secretary or the relevant Person nominated by the Board in this regard shall promptly upon receipt of any such notice from any Director give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying the business of such meeting and copies of all papers / supporting documents relevant for a Director to take a decision on matters enlisted on the agenda for such meeting in accordance with the provisions of Article 131 to Article 140.
133. Written notice of at least 7 (Seven) calendar days of every meeting of the Board and that of its committees shall be given to every Director that is on the Board or on such committee at their usual address whether in India or abroad. A meeting may be convened by a shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting, provided that in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director.
134. The notice of each Board or committee meeting shall provide the date and time for the proposed meeting, and shall include a detailed agenda setting out the business proposed to be transacted at the meeting.
135. All meetings of the Board shall be presided by the chairman of the Board ("Chairman") to be appointed by the Board. If the Chairman is not present at a Board meeting within 15 minutes of the appointed time, the Board shall be entitled to nominate a person to act as the Chairman of that meeting.
136. The Directors may invite any person(s) as general or special invitee(s) to attend the meetings of the Board, who shall be entitled to attend and participate in the discussions at meetings but shall not have the right to vote at such meetings.

MINUTES OF A MEETING

137. The minutes of the meeting of the Board, and its committees shall be prepared and maintained in accordance with the provisions of the Act and secretarial standards as issued by ICSI.

DECISIONS AND VOTES

138. All decisions of the Board and/or the committee of the Board shall be taken:
 - (a) at a meeting, by the majority vote of the Directors or members, as the case may be, present and voting at the meeting; and
 - (b) in the event of no meeting, by the majority vote of the Directors or members, as the case may be.
139. Each Director is entitled to cast 1 (One) vote in respect of each of the resolution being discussed in the Board meeting

140. A resolution by circulation shall, subject to provisions of the Act, be as valid and effectual as a resolution duly passed at a meeting of the Directors called and held provided it has been circulated in draft form in the manner provided under the Act and as per the secretarial standards issued by ICSI, together with the papers / supporting documents relevant for a Director to take a decision on matters enlisted on the agenda, if any, to all the Directors, in India and abroad.

QUORUM

141. The quorum of the meeting shall be in accordance with the provisions of the Act or secretarial standards issued by the ICSI.

MEETINGS OF COMMITTEES HOW TO BE GOVERNED

142. Subject to the provisions of Section 179 of the Act and these Article, the Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit and they may from time to time revoke and discharge any such committee either wholly or in part, and either as to persons or purposes; but every Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors. All acts done by any such Committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the provisions of the Act the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these Articles, and may pay the same. The members of the committees may invite any Person(s) as general or special invitee(s) to attend the committee meetings, who shall be entitled to attend and participate in the discussions at meetings but shall not have the right to vote at such meetings.

ACTS OF BOARD OR COMMITTEES VALID NOTWITHSTANDING DEFECT OF APPOINTMENT

143. Subject to the Act and these Articles, all acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting as aforesaid, or that they or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

POWERS OF DIRECTORS

GENERAL POWERS OF THE DIRECTORS

144. (a) Subject to the provisions of the Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorized 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 applicable law or by the Memorandum or these Articles or otherwise, to be exercised or done by the Company in General meeting; Provided further that in exercising any such act or thing the board shall be subject to the provisions contained in that behalf in the Act or any other applicable law or in the Memorandum or in these Articles or in any regulations not inconsistent therewith duly made there under including regulations made by the Company in General Meeting.

(b) No regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

CERTAIN POWERS OF THE BOARD

145. Without limitation to their general powers under Article 144 and applicable law, it is hereby declared that the Board shall have the following powers, that is to say, power, subject to the provisions of the Act and other applicable law:
- (a) To pay and charge to the capital account of the Company any commission or interest lawfully payable.
 - (b) To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
 - (c) At their discretion, to pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in cash, or in shares, bonds, debentures, debenture-stock or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credit as paid up thereon as may be agreed upon, and such bonds, debentures, stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (d) To insure and keep insured against loss or damage by fire or otherwise for such period and to such an extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company either separately or conjointly; also to insure all or any portion of the goods produced, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of its power.
 - (e) To open accounts with any bank or bankers or with any company, firm or individual and to pay money into and draw money from any such account from time to time as the Directors may think fit.
 - (f) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit.
 - (g) To attach to any such shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.
 - (h) To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or stock or any part thereof.
 - (i) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purpose and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
 - (j) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, or of any claims or demands by or against the Company.
 - (k) To refer any claim or demand by or against the Company or any differences to arbitration and observe and perform any awards made thereon.

- (l) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (m) To make and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- (n) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, contracts and documents and to give the necessary authority for such purposes.
- (o) To invest and deal with any money of the Company not immediately required for the purposes thereof; upon such security and other investments (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realize such investments, provided that, save as permitted by Section 187 of the Act, all investments shall be made and held in the Company's own name.
- (p) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company whether as principal or as surety such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, provisions and agreements as shall be agreed upon.
- (q) To give to any director, officer or other person employed by the company an interest in any particular business or transactions either by way of interest, commission or share of profits on the company, and such interest, commission or share of profits shall be treated as a part of the working expenses of the company.
- (r) (i) To provide for the welfare of the directors, employees or ex-employees of the company or its predecessors in business and the wives, widows and families or the dependents of such persons by building or contribution to the building of houses, dwellings or quarters, grants of money, pensions, gratuities, allowances, bonuses or profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident funds and other associations, institutions, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.
- (ii) To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, political or any other institutions, objects or purposes, or for any exhibition or such sums as they may think proper for depreciation, to a Depreciation Fund, General Reserve Fund, Sinking Fund or any special or other fund or account or account to meet contingencies to pay redeemable preference shares, debentures or debenture-stock, for special dividends, for equalizing dividends, for repairing improving, extending and maintaining any part of the property of the company, and/or for such other purposes (including the purpose referred to in the last two preceding sub-clauses), as the Directors may, in their absolute discretion think conducive to the interest of the Company, and to invest the several sums so set aside or so much thereof as required to be invested upon such investments as the Directors may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the company, in such manner and for such purposes as the Directors in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the capital money of the Company might rightly be applied or expended and to divide the Reserve, General Reserve, or the Reserve Fund, into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds or account, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of redeemable

preference shares, debentures or debenture-stock and that without being bound to keep the same separate from the other assets, and without being bound to pay or allow interest on the same, with power however to the Directors at their discretion to pay or allow to the credit of such funds, interest at such rates as the Directors may think proper.

- (s) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and require security in such installments and to such amounts as they may think fit. And also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as they think fit and the provisions contained in Sub-Clauses v, w, x, and y following shall be without prejudice to the general powers conferred by the Sub-clause.
- (t) To comply with the requirements of any local law which in their opinion shall in the interests of the Company be necessary or expedient to comply with.
- (u) From time to time and at any time to establish any Local Board for managing any of the affairs of such Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, or any managers or agents, and to fix their remuneration.
- (v) From time to time and at any time to delegate to such Local Board, or any member or members thereof or any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors. Any such appointment or delegation under Sub-clause v of this Article may be made on such terms, and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annul or vary such delegation.
- (w) At any time and from time to time by power of attorney to appoint any person or persons to be attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these presents and excluding the powers which may be exercised only by the Board of Directors under the Act or these Articles and for such period and subject to such conditions as the Board of Directors may think fit) be made in favour of the members or any of the members of any Local Board, established as aforesaid or in favour of any company, or the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Board of Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board of Directors may think fit and may contain powers enabling any such powers for the protection or convenience of persons dealing with such attorneys as the Board of Directors may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub delegate all or any of the powers, authorities and discretions for the time being vested in them.
- (x) To delegate the powers, authorities and discretions vested in the Directors to any person, firm, company or fluctuating body of persons as aforesaid.
- (y) For or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

REGISTERS, BOOKS AND DOCUMENTS

146. (a) The Company shall maintain Registers, Books and Documents as required by the Act or these Articles.
(b) The said Registers, Books and Documents shall be maintained in conformity with the applicable provisions of the Act and shall be kept open for inspection by such persons as may be titled 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 the persons entitled thereto in accordance with the provisions of the Act or these Articles.

(c) The Company shall keep a Foreign Register of Members in accordance with Section 88 of the Act. Subject to the provisions of Sections 88 the Directors may from time to time make such provisions as they may think fit in respect of the keeping of such Branch Registers of Members and/or Debentures Holders.

MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

POWER TO APPOINT MANAGING DIRECTOR

147. Subject to the provisions of Sections 196, 197 and 203 and other applicable provisions of the Act and of these Articles, the Managing Director or Managing Directors, shall not, while he or they continue to hold that office, be subject to retirement by rotation but he or they shall be subject to the provision of any contract with him or them and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company and he or they shall ipso facto and immediately cease to be a Managing Director or Managing Directors if he or they cease to hold the office of Directors from any cause.

REMUNERATION OF A MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

148. The remuneration of a Managing Director or Managing Directors or whole-time Directors (subject to Section 197 and other applicable provisions of the Act and these Articles and of any contract between him or them and the Company) shall be in accordance with the terms of his or their contract with the Company.

POWER AND DUTIES OF MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

149. Subject to the provisions of the Act and to the terms of any contract with him or them the Managing Director or Managing Directors or whole-time Director or whole-time Directors shall have the whole or substantially the whole of the management of the affairs of the Company.

THE SEAL

SEAL

150. Directors may provide a Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of the Directors or a Committee of Directors previously given and in the presence of any one Director or a person duly authorized by the Board.

DEEDS HOW EXECUTED

151. Every Deed or other instrument to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney of the Company be signed by one Director at least provided nevertheless that Certificates of Debentures may be signed by one Director only or by an Attorney of the Company duly authorized in this behalf, and Certificates of shares shall be signed as provided in Article 23.

SEALS ABROAD

152. The Company may exercise the powers conferred by the Act and such powers shall accordingly be vested in the Directors.

DIVIDENDS

DIVISION OF PROFITS

153. The profits of the Company subject to any special rights relating thereto created or authorized to be created by the memorandum or these Articles and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of capital paid upon the shares held by them respectively. Provided always that (subject as aforesaid) any capital paid up on a share during the period in respect of which a dividend is declared, shall unless the Directors otherwise determine only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment.

CAPITAL PAID UP IN ADVANCE AT INTEREST NOT TO EARN DIVIDEND

154. Where the capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

DIVIDEND POLICY

155. The Company shall, to the extent permitted by applicable law and subject to the Company's cash requirements and commitments, distribute by way of dividend in respect of each Financial Year such percentage of the profits of the Company for that Financial Year or any other undistributed profits or free reserves or out of any other funds (as permitted under applicable law) as approved by the Board.

DIVIDEND IN PROPORTION TO AMOUNT PAID UP

156. The Company may pay dividends in proportion to the amount paid up or credited as paid up on each share where a larger amount is paid up or credited as paid up on some shares than on others.

THE COMPANY IN GENERAL MEETING MAY DECLARE A DIVIDEND

157. The Company in General Meeting may subject to Section 123 of the Act declare a dividend to be paid to the members according to their respective rights and interests in profits and subject to the provisions of the Act may fix the time for payment. When a dividend has been so declared, the warrant in respect thereof shall be posted within the time frame prescribed under the Act to the share-holders entitled to the, payment, of the same. The Company in General Meeting may declare such dividend as may be deemed necessary or expedient in respect of any financial year of the Company.

158. All the dividends, if recommended by the Board and declared by the members, shall be appropriated and paid in proportion to the amount paid or credited as paid on the shares, on all shares which are allotted and in existence on or prior to the record date for determination of members entitled to dividend, even though they may not have been allotted and in existence in the financial year/period for which the dividend is recommended and declared.

POWER OF DIRECTORS TO DECLARE DIVIDENDS

159. No larger dividend, shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the year or any other undistributed profits or free reserves or any other funds permitted under the Act and no dividend shall carry interest as against the Company. The declarations of the Directors as to the amount of the net profits of the Company shall be conclusive.

UNPAID OR UNCLAIMED DIVIDEND

160. Any unpaid and unclaimed dividend shall be dealt with in accordance with the provisions of section 124 and any other provisions of the Act. No unclaimed dividend shall be forfeited.

INTERIM DIVIDEND

161. Subject to the provisions of the Act, the Directors may, from time to time, pay to the members such interim dividends as in their judgment the position of the Company justifies.

RETENTION OF DIVIDENDS

162. Subject to the provisions of the Act, the Directors may retain the dividends payable upon share in respect of which any person is under the Transmission Clause entitled to become a member, or which any person under the same clause is entitled to transfer, until such person shall become a member in respect of such shares thereof or shall duly transfer the same.

NO MEMBER TO RECEIVE DIVIDEND WHILST INDEBTED TO THE COMPANY AND COMPANY'S RIGHT OF REIMBURSEMENT THEREOUT

163. Subject to the provisions of the Act, no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.

TRANSFER OF SHARES MUST BE REGISTERED

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

DIVIDEND, HOW REMITTED

165. Unless otherwise directed any dividend may be paid either by cheque or warrant sent through post or any other permissible mode to the registered address of the member or person entitled, or in case of joint holders to that one of them first named in the register in respect of the joint holding, or by direct transfer to the bank account of the member or person entitled thereof, the details of which are registered with the Company, or in case of shares held in demat mode, his account with the depository. Every such cheque 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 by the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.

ACCOUNTS

BOOKS OF ACCOUNT TO BE KEPT

166. (a) The Company shall keep at its registered office proper books of account with respect to:
- i. all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - ii. all sales and purchases of goods by the Company; and
 - iii. the assets and liabilities of the Company;

Provided that all or any of the books of account as aforesaid may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decided, the Company shall, within

seven days of the decision, file with the registrar a notice in writing giving the full address of that other place.

(b) 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 summarized returns, shall be periodically sent by the branch office to the Company at its registered office or such other place in India, as the Board thinks, fit, where the main books of the Company are kept.

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

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

INSPECTION BY MEMBERS OF ACCOUNTS AND BOOKS OF THE COMPANY

167. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting.

STATEMENT OF ACCOUNT

168. The Board of Directors shall lay before each Annual General Meeting a Profit and Loss Account for the financial year of the company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or where an extension of time has been granted by the Registrar under the provisions of the Act by more than six months and the extension so granted.

BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

169. (a) Subject to the provisions of Section 129 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the forms set out in Parts I and II respectively of Schedule III of the Act, or as near thereto as circumstances admit.

(b) There shall be annexed to every Balance Sheet a statement showing the bodies corporate in the same group within the meaning of Section 186 of the Act in the shares of which investments have been made by it (including all investments, whether existing or not, made subsequent to the date as at which the previous Balance Sheet was made out) and the nature and extent of the investments so made in each body corporate.

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

(d) If in the opinion of the Board, any of the current assets of the Company have not a value on realization 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

170. (a) Every Balance Sheet and every profit and Loss Account of the Company shall be approved by the Board before they are signed on behalf of the Board by the chairperson of the Company where he is authorized by the Board or by two directors out of which one shall be managing director, if any, and the Chief

Executive Officer, the Chief Financial Officer and the Company Secretary of the Company (if any).

(b) Provided that when only one Director is for the time being in India, the Balance Sheet and Profit and Loss Account shall be signed by such Director and in such a case there shall be attached to the Balance Sheet and the Profit and Loss Accounts, Statement signed by him explaining the reason for non-compliance with the provisions of sub- clause (a).

(c) The Balance Sheet and the Profit and Loss Account shall be approved by the Board of Directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.

PROFIT AND LOSS ACCOUNT TO BE ANNEXED AND AUDITOR'S REPORT TO BE ATTACHED TO THE BALANCE SHEET

171. The profit and Loss Account shall be annexed to the Balance Sheet and the Auditor's Report (including the Auditor's to be attached to the separate, special or supplementary Reports, if any) shall be attached thereto.

DIRECTORS' REPORT

172. (a) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a Report by the Board of Directors with respect to the state of the Company's affairs; the amounts, if any, which it proposes to carry to any Reserve in such Balance Sheet; and the amount, if any which it recommends to be paid by way of dividend and material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of the Report.

(b) The report shall, in so far as it is material for the appreciation of the state of the Company's affairs by its members, and will not in the Board's opinion be harmful to the business of the Company or of any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the business in the Company's subsidiaries or in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest.

(c) The Board shall also give the fullest information and explanations in its report or in cases falling under the proviso to Section 134 of the Act in an addendum to the report, on every reservation, qualification on adverse remark contained in the Auditor's Report.

(d) The Board's Report and addendum (if any) thereto shall be signed by its Chairman if he is authorized in that behalf by the Board until the next succeeding day which is not a public holiday, and where he is not so authorized shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company by virtue of these Articles.

(e) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of clauses (a) to (c) of this Article are complied with.

RIGHT OF MEMBERS TO COPIES OF BALANCE SHEET AND AUDITOR'S REPORT

173. The Company shall comply with the requirements of Section 136 of the Act.

ANNUAL RETURNS

174. The Company shall make the requisite annual returns in accordance with Section 92 of the Act, and shall file with Registrar a copy of the financial statements in accordance with Section 137 of the Act.

AUDIT

ACCOUNTS TO BE AUDITED

175. Every Balance Sheet and Profit and Loss Account of the Company shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

APPOINTMENT OF AUDITORS

176. The appointment of statutory auditors shall be in accordance with the provisions of the Act, LODR and Accounting Standards, as may be applicable;

177. The remuneration of the Auditors of the Company shall be fixed in accordance with the Act and any other applicable law.

178. Every Auditor shall have such powers and duties as may have been prescribed under the Act and any other applicable law.

DOCUMENT AND SERVICE OF DOCUMENTS

HOW DOCUMENT TO BE SERVED ON MEMBERS

179. A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, order, judgment or any other document in relation to or in the winding up of the Company) may be served or sent by the Company on or to any member either personally or by sending it in the manner specified under Section 20 of the Act.

SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

180. If a member has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him, a document advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBER

181. A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter or any such method as may be permissible under the Act, addressed to them by name or by the title of representatives of the deceased or assignee of the Insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have served if the death or insolvency had not occurred.

MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

182. Every person, who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every document in respect of such shares which, previously to his name and address being entered on the Register, shall be duly served on or sent to the person from whom he derives his title to such share.

NOTICE VALID

183. Subject to the provisions of the Act any notice or document delivered or sent by post to or left at the

registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered share whether held solely or jointly with other person by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons, if any, jointly interested with him or her in any such shares.

NOTICE BY COMPANY AND SIGNATURE THERETO

184. Any notice to be given by the Company shall be signed by the Managing Director or by such Officer as the Directors may appoint and such signature may be written printed or lithographed.

SERVICE OF NOTICE BY MEMBERS

185. All notice to be given on the part of the members to the Company shall be left at or sent by registered post or such other means prescribed under the Act to the Registered Office of the Company.

AUTHENTICATION OF DOCUMENTS AND PROCEEDINGS

186. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by any key managerial personnel or an officer/ employee of the Company, authorized by the Board and need not be under its seal.

SECRECY CLAUSE

187. No member shall be entitled to visit or inspect the Company's works without the permission of the Board of Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors will be inexpedient in the interest of the members of the Company to communicate to the public.

INDEMNITY AND RESPONSIBILITY

DIRECTOR'S AND OTHERS RIGHT TO INDEMNITY

188. (a) Subject to the provisions of the Section 197 of the Act, every Director, Secretary and other Officer or employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of the Directors to pay all costs, losses and expenses (including traveling expenses) out of the funds of the Company, which any such Director Officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Director, Officer, servant or in any way in the discharge of his duties.

(b) Subject as aforesaid every Director Manager, secretary, or other officer or employee of the Company shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.

NOT RESPONSIBLE FOR ACTS OF OTHERS

189. Subject to the provisions of Section 197 of the Act no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any respect or other act for conformity, or for any loss or expenses happening to the Company

through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous acts of any person, company or corporation, with whom any moneys securities or effects shall be entrusted or deposited, or for any loss accusant by any error of judgment or oversight on his part, or for any other loss or damage in relation to duties of his office, unless the same happens through his own dishonesty.

WINDING UP

190. If upon the winding-up of the Company, the surplus assets shall be more than sufficient to repay the whole of the paid-up capital, the excess shall be distributed amongst the members in proportion to the capital paid or which ought to have been paid-up on the shares at the commencement of the winding-up held by them respectively, other than the amounts paid in advance of calls. If the surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding-up on the shares held by them respectively, other than the amounts paid by them in advance of calls. But this Article is without prejudice to the rights of the holders of any shares issued upon special terms and conditions and shall not be construed so as to or be deemed to confer upon them any rights other than those conferred by their terms and conditions.

GENERAL POWERS

191. Where any provisions of the Act, provides that the Company shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorized in its Articles, in respect of all such acts, deeds, things, rights, privileges and authority, this Article hereby authorizes the Company to carry out the same, without the need for any specific or explicit Article in that behalf.

Sl. No.	Name and Address, Description and Occupations of the Subscribers	Signature of the Subscriber	Signature, name, Address Description and Occupation of the Witness
1.	S.B. SIDNAL S/o. Basappa Sidnal Malmaruti Extension Belgaum Business	Sd/-	Sd/- K.N. Prabhaskar S/o. Sri K.N. Narayana Rao, SF 7, Business Point 137, Brigade Road, Bangalore – 560 025. Chartered Accountant
2.	VIDYA M. MURKUMBI W/o. Madhusudhan R. Murkumbi 1438/2, Kalmath Road, Belgaum Business	Sd/-	
3.	SHASHIKANT SIDNAL S/o. Shanmukhappa B. Sidnal Malmaruti Extension, Belgaum Business	Sd/-	
4.	SHANTABAI DESHPANDE W/o. Vasant Rao Deshpande 29, Court Street, Camp, Belgaum-1 Social Worker	Sd/-	
5.	NANDAN V. YALGI S/o. Vithal K. Yalgi 1970, Kadolkar Galli, Belgaum – 590 002 Business	Sd/-	
6.	BABANNA M. MUGABASAV S/o. Mudakappa B. Mugabasav At Post : Hosur Tq: Savadathi Dist. Belgaum Agriculture	Sd/-	
7.	DR. B. PRABHAKARA BALIGA S/o. Late B. Raghava Baliga B/2, 774 Shyam Nivas, 3 rd Road, Khar, Bombay – 400 052 Tech. Consultant	Sd/-	

Dated this 6th day of October 1995 at Bangalore.