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**Memorandum**  
**AND**  
**Articles of Association**  
**OF**  
***RPG LIFE SCIENCES LIMITED***

**Corporate Identity Number : L24232MH2007PLC169354**

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भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24232MH2007PLC169354

मैसर्स RPG PHARMACEUTICALS LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
RPG PHARMACEUTICALS LIMITED

जो मूल रूप में दिनांक उनतीस मार्च दो हजार सात को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
RPG PHARMACEUTICALS LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन. A31720469 दिनांक 13/02/2008 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
RPG Life Sciences Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक तेरह फरवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U24232MH2007PLC169354

In the matter of M/s RPG PHARMACEUTICALS LIMITED

I hereby certify that RPG PHARMACEUTICALS LIMITED which was originally incorporated on Twenty Ninth day of March Two Thousand Seven under the Companies Act, 1956 (No. 1 of 1956) as RPG PHARMACEUTICALS LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A31720469 dated 13/02/2008 the name of the said company is this day changed to RPG Life Sciences Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand and seal at Mumbai this Thirteenth day of February Two Thousand Eight.



(MILIND VITTHALRAO CHAKRANARAYAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

RPG Life Sciences Limited  
CEAT Mahal., 463, Dr. Annie Besant Road, Worli,  
Mumbai - 400030,  
Maharashtra, INDIA



व्यापार प्रारंभ करने का प्रमाण-पत्र  
कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कार्पोरेट पहचान-संख्या : U24232MH2007PLC169354

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
RPG PHARMACEUTICALS LIMITED

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक उनतीस मार्च दो हजार सात को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधियत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक एक मई दो हजार सात को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

**Certificate for Commencement of Business**

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U24232MH2007PLC169354

I hereby certify that the RPG PHARMACEUTICALS LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Twenty Ninth day of March Two Thousand Seven, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Mumbai this First day of May Two Thousand Seven.



Ant

~~SUNAYANAGORAO KHANDARE~~

कम्पनी रजिस्ट्रार / Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai



प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कार्पोरेट पहचान संख्या : U24232MH2007PLC169354

2006 - 2007

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
RPG PHARMACEUTICALS LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह  
कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक उनतीस मार्च दो हजार सात को मेरे हस्ताक्षर से मुंबई में जारी किया जाता  
है।

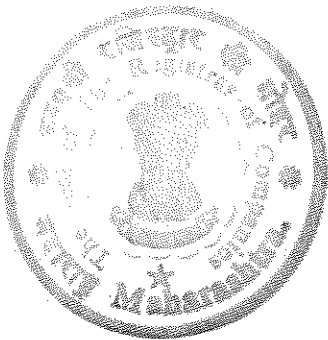
Form 1  
Certificate of Incorporation

Corporate Identity Number : U24232MH2007PLC169354

2006 - 2007

I hereby certify that RPG PHARMACEUTICALS LIMITED is this day incorporated  
under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Mumbai this Twenty Ninth day of March Two Thousand  
Seven.



(VIJAYA NAGORAO KHANDARE)

*Vijaya*

कम्पनी रजिस्ट्रार / Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

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

**OF**

**RPG LIFE SCIENCES LIMITED**

- I. The name of the Company is RPG LIFE SCIENCES LIMITED
- II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III. The objects for which the Company is established and which shall Extend to all the states of India are:
  - (A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
    - (1) To, manufacture, process, refine, sell, buy and deal in drugs, drug sundries, chemical, gynecic, diagnostic, therapeutical, antibiotic, pharmaceutical, herbal, bacteriological, veterinary and biological products and preparations of all kinds.
    - (2) To carry on business as manufacturing, dispensing and analytical chemists and druggists together with any of the trades or businesses usually carried on in connection therewith and to manufacture, import, export, buy, sell and deal in chemicals and allied substances of all kinds including without limiting the generality of the forgoing, preparations, compounds, contraceptives, sedatives, sanitary towels, rubber goods, baby products, salts, acids, alkalis, medicines, medicaments, enzymes, prepared reagents, herbs, oils, shampoos, detergents, disinfectants, alcohols, all types of surface active agents including dispersing agents, wetting agents, emulsifying agents, soaps and soaps powders, starches, dye-stuffs, insecticides, fungicides, paints, pigments, varnishes, water-insoluble soaps, gelatins, stains, oils of all types and kinds, glues, greases, lubricants, sizing agents, public health products, plastics, textiles and related fabrics and materials, synthetic resins, synthetic fibre and cotton fibre and the products made therefrom, polymers, monomers, plastic substances of all kinds, polishes, pastes adhesives, plasticizers, rayons, silk substitutes, drawing compounds for tubes, rods and the like, deformers, materials used in the production of the cement and other masonry materials, perfumes, scents, powders, face powders, face creams, and cosmetics of all kinds, wood and paper pulp and fibrous substances of all kinds, synthetic rubber, rubber substances, rubber substitutes, fertilizing substances, phosphates, wood substances of all kinds animal and poultry feeds, including amino acids, vitamin, mineral and antibiotic feed supplements, products for fortification of milk and other fluids with vitamin and minerals, all types of compounds used in the preparation of leather and other preparations, articles, goods, accessories and things of any description whether analogous to the foregoing or not which can be conveniently or advantageously carried on with such businesses as aforesaid or any of them.
    - (3) To carry on business of manufacturers, importers, exporters, retailers, and dealers, of and in pharmaceutical, medical, medicinal, surgical, toilet, dental, anatomical, orthopedical, obstetric, gynecological, veterinary chemical, electrical, photographic, scientific and industrial apparatus, appliances, machinery, articles, compounds, preparations, materials and requisites of all kinds.

- (4) To buy, sell, manufacture, refine, manipulate, import or export and deal in all chemicals whether directly or indirectly connected with the manufacture of any drugs, medicines, appliances, instruments or surgical or chemical materials or any other products as hereinabove specified or otherwise or with the preservation or packaging of the same.
- (5) To carry on the business of exporters, manufacturers, merchants, suppliers, distributors, and vendors to chemists, druggists and the medical, surgical and veterinary professions and to scientific and other institutions, agents for and dealers in medicinal, medical and veterinary preparations and scientific instruments, apparatus and accessories and materials of all kinds.

**(B) OBJECTS INCIDENTAL AND ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**

- (6) To erect, build, construct, alter, equip, acquire, maintain or replace, and to work, manage, control and sell any buildings, factories, shades, warehouses, workshops, docks, shipyards, agricultural farms, animal and poultry farms, cold storage plants, stores, dwellings, mills, shops, offices, roads, railway sidings, bridges, watersheds, drains, reservoirs, and other works and conveniences which may seem necessary or useful for the purpose of the company, and to subsidise, contribute to, or otherwise assist or join any other person, government or authority in carrying out any of the aforesaid things.
- (7) To carry on any other business, manufacturing or otherwise, which may in the discretion of the board of directors of the company seem capable of being conveniently carried on in connection with any of the above specified business or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.
- (8) To obtain any order or Act of Parliament, State, Municipal or local legislative body for enabling the company to carry out any of its purposes, or for effecting any modification of the company's constitution, or for any purpose which may seem expedient and to oppose any applications or proceedings which seem calculated, directly or indirectly, to prejudice the company's interest.
- (9) To enter into any agreements with the Government of India or any State Government or with any authorities, municipal, local, railway or otherwise, or with any other person, firm or company, that may seem conducive to the objects of the company or any of them, and to obtain from any such Government or authority any rights, privileges, contracts, licenses and concessions which the company may think it desirable to obtain, and to carry out, exercise and dispose of or turn to account the same.
- (10) To manufacture pharmaceutical products for human and animal grade and also ingredients and intermediates having application in cosmetics, using fermentation technology.
- (11) To amalgamate, merge, demerge or otherwise enter into other scheme of corporate restructuring with any other company or companies whether having objects similar to those of the company or not.
- (12) To enter into partnership or other arrangement for sharing profits, union of interest, co-operation or joint venture with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.

- (13) To take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants or other experts or agents.
- (14) To purchase, take on lease, license, hire, exchange, or otherwise obtain any firms, agricultural lands, buildings, easements, machinery, plant and equipment and stock-in-trade and other immovable and/or movable property which the company may think necessary or convenient for the purpose of its business, and to sell, lease, mortgage, exchange, convey or otherwise dispose of the same.
- (15) To vest any immovable or movable property, rights or interest acquired by the company in any person or company on behalf of or for the benefit of the company.
- (16) To sell, lease, exchange, mortgage or otherwise dispose of the property, assets, or undertaking of the company or any part thereof for such consideration as the company may think fit and in particular for shares, stocks, debentures and other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- (17) To undertake and execute any contracts for the supply of the products manufactured or dealt with by the company and to carry out any sundry works comprised in such contracts.
- (18) To purchase or otherwise acquire all or any part of the business, property, rights, and liabilities of any person, firm or company, carrying on or proposing to carry on any business which this company is authorized to carry on, or which can be carried on in conjunction therewith, or which is capable of being conducted so as directly or indirectly to benefit the Company, and in particular to purchase, acquire, sell any property, shares, stock, debenture stock of any such person, firm or company and to make arrangements in regard to the winding up of the business of any such person, firm or company.
- (19) To establish, maintain or subsidize research laboratories and conduct scientific and technical research that may seem calculated to promote any of the businesses which the company is authorized to carry on.
- (20) To make known the company and its products and activities by such means as may seem expedient, including advertising in newspapers, by circulars, by the purchase and exhibition of works of arts or other articles by publication of books and periodicals, by awarding prizes and giving donations and making other contributions.
- (21) To subscribe for, absolutely or conditionally, purchase or otherwise acquire and to hold, sell and otherwise to deal in shares, stocks and securities of any other company whether Indian or foreign, provided, however, that the same is for the purpose of promoting the interest of the company.
- (22) To distribute among the members of the company in specie in winding up any property of the company, and in particular any shares, debentures, debenture stock or other securities of other companies belonging to this company.
- (23) To remunerate any person, firm or body corporate rendering services to the company either in cash or by allotment of shares or securities of the company credited as paid in full or in part or otherwise.
- (24) To pay for any property or rights acquired by the company, either in cash or fully or partly paid shares, or by the issue of securities, or partly in one mode and partly in another, and generally on such terms as the company may think fit.

- (25) To pay all costs, charges and expenses incurred in or incidental to the promotion, formation and registration of the company and the issue of its capital including any underwriting or other commission, broker's fee and charges, and to remunerate any person, firm or company in any manner the company shall see fit for services rendered in placing or assisting to place or guaranteeing the subscription of shares, debentures, debenture stock or other securities of any other company held or owned by the company.
- (26) To appoint attorneys for and on behalf of the company and to execute the necessary powers to the said attorneys to act for and in the name and on behalf of the company and to revoke all or any of such powers and appointments as may be deemed expedient.
- (27) To establish, provide, maintain and conduct, or otherwise subsidize research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on all scientific and technical researches, experiments, and test of all kinds and to promote studies and research, both scientific and technical, investigation and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing for the remunerations of scientific or technical professors or teachers and by providing for the award of scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies researches, investigation, experiment, tests and inventions of any kind that may be considered likely to assist any of the businesses which the company is authorized to carry on and to employ properly qualified persons to act on company's behalf as pharmaceuticals and analytical chemists and as advising chemists in any manner in which such person might act if he or they were carrying on upon his or their own behalf any of the businesses of the company.
- (28) To undertake research, develop and apply for, purchase or otherwise acquire patents, trademarks, secret processes, formulae, methods, designs, blueprints, drawings and other technical and commercial data with respect to the products within the scope of the company, and to license, sell and otherwise deal in patents, trademarks and other commercial and technical data acquired by the company, and to enter any agreements with any person, firm or company, whether domestic or foreign, to obtain any rights, privileges, licenses and concessions regarding the patents, trademarks and other information as aforesaid.
- (29) To train or pay for the training in India or abroad of any of the company's employees or persons to be employed by the company all in the furtherance of the company's objects.
- (30) To invest any monies of the company not required for the purpose of its business in such investments or securities as may be thought expedient.
- (31) To lend and advance money or give credit on such terms as may seem expedient to customers and others having dealings with the company and to give guarantees or become sureties for any such persons.
- (32) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock perpetual or otherwise, or in such other manner as the company shall think fit, and for the purposes aforesaid or for any other lawful purpose to charge all or any of the company's property or assets, present and future, including its uncalled capital, and collateral or further to secure any securities of the company by a trust deed or other assurances.
- (33) To draw, make, accept, endorse, discount, execute and issue and negotiate bills of exchange, hundies, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- (34) To procure the registration or incorporation or recognition of the company in any place outside of India.
- (35) To form, incorporate or promote any company or companies, whether in India or in any foreign country, having amongst its or their objects the acquisition of all or any of the assets or control or management of the company or any other objects which in the opinion of the company might directly or indirectly assist the company in the management of its business or the development of its properties and to pay all or any of the costs and expenses incurred in connection with any such promotion, registration or incorporation and to remunerate any person, firm or company in any manner the company shall think fit for services rendered in obtaining subscriptions for or placing or assisting to place or to obtain subscriptions for any shares, debentures, obligations or securities of such other company.
- (36) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension, provident or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pension, allowances or emoluments to any persons who are or were at any time in the employment or service of the company, and also establish and subsidize and subscribe to any institution, associations, clubs or funds calculated to benefit or to advance the interests and ensure the well-being of any such persons, and to make payments to or towards medical expenses or insurance of any such person or persons as aforesaid.
- (37) To undertake and execute any Trusts, the undertaking whereof may seem desirable and whether gratuitously or otherwise.
- (38) Subject to the provisions of the Companies Act, 1956 or any other enactment's in force, to indemnify or keep indemnified officers, directors, agents and servants of the company against proceedings, costs, damages and demands in respect of anything done or ordered to be done by them for and in the interest of the company and for any loss, damage or misfortune whatever and which shall happen in execution of the duties of their office or in respect thereto.
- (39) To provide for the welfare of the directors, trustees and employees or ex-directors, ex-trustees and ex-employees of the company and the wives, widows and the families or the dependents and/or connections of such persons or such other persons as the company may deem expedient by building or contributing to the building of houses, dwellings or chawls by grants of monies, pensions, allowances, bonuses or other payments, or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, or trusts and by providing and subscribing to or contributing towards places of instructions, recreation, hospitals, and dispensaries, medical and other attendances as the company may think fit.
- (40) To make any payment, support or subscribe to any political party, charitable, political or public institutions, society or club which may be for the benefit of the company or its employees or may be connected with any town or place where the company carries on business.
- (41) To agree to refer to arbitration and to refer to arbitration any disputes present or future between the Company and any other company, firm, or individual and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
- (42) To create any depreciation reserves or funds, general reserves or funds, sinking fund or any other special reserve or fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the company.

- (43) Subject to section 78 of the Companies Act 1956, to place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the company for time to time may think fit any monies received by way of premium on shares or debentures issued at a premium by the company and any monies received in respect of dividends accrued on forfeited shares or from unclaimed dividends or otherwise.
- (44) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees, or otherwise.

**(C) OTHER OBJECTS ARE:**

- (45) To carry on business as manufacturers, merchants, exporters, and importers of, agents for dealers in prepared foods of all kinds and to carry on business as packers, packagers, carriers, by land and sea and distributors of goods, wares, merchandises, produce and other property and things, shippers, lightermen, factors, forwarding agents, storekeepers, warehousemen and wharfingers.
- (46) To carry on the business of nurserymen, market gardeners, horticulturists, collectors of flowers and perfume producing vegetation, farmers, dairymen, poultry and livestock dealers, manufacturers, refiners, and extractors of and dealers in oil and oleaginous and saponaceous substances and of all kinds of unguents and ingredients, oil and colour importers and manufacturers of and dealers in chemicals, industrials and other preparations and articles, compounds, cements, oil paints, pigments, compositions, varnishes, dyeware, paints and colour grinders.
- (47) To carry on the business of drysalters, smelters, and refiners of ores, assayers, rectifiers, oil refiners, distillers, coopers, bottlers, bottle makers, box and carton makers, bottle stopper makers, glass makers, glass blower, glass workers, plastic manufacturers, plotters, perfumers, soap and cosmetic manufacturers, oil and colourmen, candle makers, brewers, maltsters, and licensed victuallers.
- (48) To carry on the business of power generation and to generate, receive, purchase, develop, use, sell, supply distribute and accumulate electric power, any form of energy, including without limitation heat, solar, thermal, wind, hydro, wave tidal, nuclear, geothermal renewable and non-conventional form of energy and biological and to transmit, distribute and supply such power through transmission lines and facilities and generally to develop, generate and accumulate power at any place or places and to transmit, distribute sell and supply company and to construct, layout, establish, fix, carryout and run all necessary power stations, workshops, repair shop, sub-stations, transmission lines, cables, wires, accumulators and works

IV. The liability of the members is limited.

- (a) The Authorised Share Capital of the company is Rs.15,00,00,000/- (Rupees Fifteen Crores Only) divided into 1,87,50,000 (One Crore Eighty Seven Lacs Fifty Thousand only) Equity Shares of Rs.8/- each.  
(Modified in terms of resolution passed at the extra ordinary general meeting held on October 24, 2007).
- (b) The minimum paid-up capital of the Company shall be Rs. 5,00,000/-

We the several persons, whose names, addresses, occupations and descriptions 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 set opposite to our respective names:

Name, Address, description & Occupation of each Subscriber.	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address, description & occupation of witness & his signature.
<p>1 VAIBHAV S. BAKHARE S/O. SANJAY SHANKARRAO BAKHARE C-5/2, 4/4, SECTOR-1 C.B.D. BELAPUR NAVI MUMBAI - 400 614.</p> <p>SERVICE</p>	<p>7,000 (SEVEN THOUSAND) EQUITY SHARES</p>	<p>Sd/-</p>	<p>WITNESS FOR 1 TO 4 Sd/- SANTOSH A. DESHPANDE S/O. ANANTRAO PANDITRAO DESHPANDE FLAT NO. A/304, EDEN HOUSE SECOR 8A PLOT NO. 51, AIROLI 400 708 SERVICE</p>
<p>2 SANDEEP P. NAIK S/O. PRABHAKAR VASUDEO NAIK 3/MILAN CHHAYA CO-OP. HSG. SOC., PENDSE NAGAR, ROAD NO. 4 DOMBIVLI (EAST) DIST.: THANE - 421 201.</p> <p>SERVICE</p>	<p>7,000 (SEVEN THOUSAND) EQUITY SHARES</p>	<p>Sd/-</p>	
<p>3 PRADEEP S. PATHARE S/O. SHASHIKANT S. PATHARE C-304, SIDDHIVINAYAK PARK NEAR H.P. GAS GODOWN SECTOR 8A, AIROLI NAVI MUMBAI - 400 708.</p> <p>SERVICE</p>	<p>7,000 (SEVEN THOUSAND) EQUITY SHARES</p>	<p>Sd/-</p>	
<p>4 YOGESH S. RAJE S/O. SUDHAKAR V. RAJE 2/5, LAXMI NIVAS CHS GHANTALI ROAD NAUPADA THANE – 400 602.</p> <p>SERVICE</p>	<p>7,000 (SEVEN THOUSAND) EQUITY SHARES</p>	<p>Sd/-</p>	

Name, Address, description & Occupation of each Subscriber.	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address, description & occupation of witness & his signature.
5 SHASHANK S. BHAGWAT S/O. SHARAD R. BHAGWAT 3/18, BAGWE NIWAS SENAPATI BAPAT MARG BEHIND PLAZA CINEMA DADAR MUMBAI – 400 028.  SERVICE	7,000 (SEVEN THOUSAND) EQUITY SHARES	Sd/-	WITNESS FOR 5 TO 7 Sd/- SANTOSH A. DESHPANDE S/O. ANANTRAO PANDITRAO DESHPANDE FLAT NO. A/304, EDEN HOUSE SECOR 8A PLOT NO. 51, AIROLI 400 708 SERVICE
6 HARSHIT S. JOSHI S/O. SHARADCHANDRA R. JOSHI 202, MEHUL APARTMENTS DERASAR LANE RAM NAGAR, BORIVALI (WEST) MUMBAI – 400 092.  SERVICE	7,000 (SEVEN THOUSAND) EQUITY SHARES	Sd/-	
7 MAYUR C. MEHTA S/O. CHAMANLAL RANHHOD DAS MEHTA 32/4, BRINDAVAN SOCIETY GROUND FLOOR THANE (WEST) – 400 601.  SERVICE   TOTAL	8,000 (EIGHT THOUSAND) EQUITY SHARES  <hr/> 50,000 =====	Sd/-	

Place: Mumbai  
Dated: 20<sup>th</sup> day of March 2007

**COMPANY LIMITED BY SHARES**  
**ARTICLES**  
**OF**  
**ASSOCIATION**  
**OF**  
**RPG LIFE SCIENCES LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to Special resolution passed by the members at Annual General Meeting of the Company held on July 24, 2017 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

**TABLE 'F' EXCLUDED**

1. The Regulations contained in Table marked 'F' in schedule I of the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

The regulation for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

**INTERPRETATION**

**Interpretation clause**

2. In these Articles, unless the context otherwise requires, words, expressions defined in the Act or any statutory modification thereof in force at the date at which these Articles have become binding on the Company, shall have the meanings so defined and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include female, and words importing persons shall include bodies corporate and the following words and expressions shall have the following interpretation, unless such interpretation is excluded by the subject or the context:--

Applicability, wherever these Articles provide for any action by the Company under the Act, it shall also include the provisions, if any, made under the relevant sections of the Act and also under the provisions of Secretarial Standard, issued by the Institute of Company Secretaries of India, as notified and modified from time to time. In case of any inconsistency between rules, secretarial standards etc, the provisions of the Act shall prevail.

**“The Act”**

Means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

**“Annual General Meeting”**

“Annual General Meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act.

**“Articles” or “Articles of Association”**

Means the articles of association of the company as originally framed or as altered from time to time or applied in pursuance of any previous company law or of this Act;

**“Beneficial Owner”**

“Beneficial Owner” means a beneficial owner as defined in Section 2(1) (a) of the Depositories Act 1996.

**“Board or “Board of Directors”**

“Board” or “Board of Directors” means collective body of the Directors of the Company.

”**Business**” shall mean the business as mentioned in Memorandum of Association including related activities and such other business, in each case as approved by the Board of Directors in accordance with the provisions of these Articles.

**“Capital”**

“Capital” means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.

**“Chairman”**

“Chairman” means the Chairman of Board of Directors and/or of the Company.

**“The Company” or “this Company”**

“The Company” or “this Company” means RPG Life Sciences Limited.

**“Debenture”**

“Debenture” includes debenture stock, bonds or any other instrument of a company evidencing a debt, whether constituting a charge on the assets of the company or not;

**“Depository”**

“Depository” means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.

**“Director”**

“Director” means a Director appointed to the Board of the Company.

**“Dividend”**

“Dividend” includes Interim Dividend.

**“Extraordinary General Meeting”**

“Extraordinary General Meeting” means an Extraordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.

**“In Writing” and “Written”**

“In Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.

**“Member”**

“Member”, in relation to a company, means—

the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members;

every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company;

every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository.

**“General Meeting”**

“General Meeting” means a meeting of Members.

**“Office”**

“Office” means the registered office for the time being of the Company.

**“Ordinary Resolution” and “Special Resolution”**

“Ordinary Resolution” and “Special Resolution” shall have the meanings assigned thereto in Section 114 of the Act.

**“Paid-up share capital”**

“Paid-up share capital” or “share capital paid-up” means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called.

**“Persons”**

“Persons” includes an individual, an association of persons or body of individual, whether incorporated or not and a firm.

**“Postal Ballot”**

“Postal ballot” means voting by post or through any electronic mode.

**“Record”**

“Record” means and includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by regulations made by SEBI Board.

**“Register of Members”**

“Register of Members” means the Register of Members to be kept pursuant to the Act.

**“Registrar”**

“Registrar” means a Registrar, an Additional Registrar, a Joint Registrar, a Deputy Registrar or an Assistant Registrar, having the duty of registering companies and discharging various functions under this Act.

**“Seal”**

“Seal” means the Common Seal of the Company.

**“SEBI”**

“SEBI” means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.

**“Company Secretary” or “Secretary”**

“Company Secretary” or “Secretary” means a Company Secretary within the meaning of clause (c) of Sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 who is appointed by a Company to perform the functions of a Company Secretary under the Act.

**“Securities”**

“Securities” means any securities as defined in clause (h) of section 2 of the Securities Contracts (Regulations) Act, 1956.

**“Share”**

“Share” means a share in the share capital of the Company and includes stock.

**“Financial year”**

“Financial year”, in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect where of financial statement of the company or body corporate is made up.

**“Marginal Notes”**

The marginal notes used in these Articles shall not affect the construction hereof.

## SHARE CAPITAL AND VARIATION OF RIGHTS

### 3. Shares under control of Board

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board 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 and at such time as they may from time to time think fit.

### 4. Directors may allot shares otherwise than for cash

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

### 5. Kinds of Share Capital

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

(i) With voting rights; and / or

(ii) With differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital.

### 6. Issue of certificate

(1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

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

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

(2) Certificate to bear seal

Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(3) One certificate for shares held jointly

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

### 7. Option to receive share certificate or hold shares with depository

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the shares to enable the depository to enter in its records the name of such person as the beneficial owner of those shares.

**8. Issue of new certificate in place of one defaced, lost or destroyed**

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

**9. Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc**

The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

**10. (1) Power to pay commission in connection with securities issued**

The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.

**(2) Rate of commission in accordance with Rules**

The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

**(3) Mode of payment of commission**

The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

**11. (1) Variation of members' rights**

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

**(2) Provisions as to general meetings to apply mutatis mutandis to each meeting**

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

**12. Issue of further shares not to affect rights of existing members**

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

**13. Power to issue redeemable preference shares**

Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

#### **14. Allotment of Sweat Equity Shares**

Subject to the provisions of the Act and any rules or guidelines made there under and subject to these Articles, the Directors may allot and issue shares in the Capital of the Company as sweat equity towards payment or part payment for any property or assets of any kind whatsoever sold or to be sold or transferred or to be transferred or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know-how made or to be made available to the Company either in about the formation or promotion of the company or conduct of its business and any shares which may be so allotted may be issued as fully paid up or partly paid otherwise than for cash and if so issued shall be deemed to be fully paid up or partly paid up shares as aforesaid.

#### **15. Power to issue Shares under ESOS/ ESOPS**

The Company may, from time to time, issue shares under the Employee Stock Option Scheme and Employee Stock Purchase Scheme subject to Provisions of the Act and rules, guidelines and regulations issued by SEBI and other applicable laws.

#### **16. Further issue of share capital**

(1) The Board or the Company, as the case may be, in accordance with the Act and the Rules, issue further to -

(a) persons who, at the date of offer, are holders of equity shares of the Company, such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of any other person; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, if authorized by a Special Resolution, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Unless the terms of the offer or issuance of shares otherwise provide, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of any other person.

(2) **Mode of further issue of shares**

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

#### **17. Declaration by persons not holding beneficial interests in shares**

Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share shall, within such time and in such form as prescribed under the Act, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in such manner as may be required under the provisions of the Act;

(a) A person who holds a beneficial interest in a share or a class of shares of the company, shall within the time prescribed under the Act after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of members of the company and such other particulars as may be required under the provisions of the Act.

(b) Whenever there is a change in the beneficial interest in share referred to above, the beneficial owner and the member shall within the time prescribed under the Act from the date of such change make a declaration to the Company in such form and containing such particulars as may be required under the provisions of the Act.

(c) Where any declaration referred to above is made to the company, the company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration, a return in the prescribed form with the Registrar with regard to such declaration.

## **LIEN**

### **18. (1) Company's lien on shares**

The Company shall have a first and paramount lien -

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

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:  
Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

### **(2) Lien to extend to dividends, etc.**

The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

### **(3) Waiver of lien in case of registration**

Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

### **19. As to enforcing lien by sale**

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

Provided that no sale shall be made—

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

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

### **20. (1) As to enforcing lien by sale**

To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

### **(2) Purchaser to be registered holder**

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

### **(3) Validity of Company's receipt**

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by

relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

**(4) Purchaser not affected**

The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

**21. (1) Application of proceeds of sale**

The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

**(2) Payment of residual money**

The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

**22. Outsider's lien not to affect Company's lien**

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

**23. Provisions as to lien to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

**CALLS ON SHARES**

**24. (1) Board may make calls**

The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

**(2) Notice of call**

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

**(3) Board may extend time for payment**

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

**(4) Revocation or postponement of call**

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

**25. Call to take effect from date of resolution**

A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

**26. Liability of joint holders of shares**

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

**27. (1) When interest on call or installment payable**

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

**(2) Board may waive interest**

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

**28. (1) Sums deemed to be calls**

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

**(2) Effect of non-payment of sums**

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

**29. Payment in anticipation of calls may carry interest**

The Board –

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

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

**30. Installments on shares to be duly paid**

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

**31. Calls on shares of same class to be on uniform basis**

All calls shall be made on a uniform basis on all shares falling under the same class.  
Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

**32. Partial payment not to preclude forfeiture**

Neither a judgment nor a decree in favor of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof 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 payment of any such money shall preclude the forfeiture of such shares as herein provided.

**33. Provisions as to calls to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

**TRANSFER OF SHARES**

**34. (1) Instrument of transfer to be executed by transferor and transferee**

The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

**35. Board may refuse to register transfer**

The Board may, subject to the right of appeal conferred by the Act decline to register -

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

(b) any transfer of shares on which the Company has alien.

**36. Board may decline to recognize instrument of transfer**

In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless -

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

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

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

**37. Transfer of shares when suspended**

On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

**38. Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

**TRANSMISSION OF SHARES**

**39. (1) Title to shares on death of a member**

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

**(2) Estate of deceased member liable**

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

**40. (1) Transmission Clause**

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

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

**(2) Board's right unaffected**

The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

**(3) Indemnity to the Company**

The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

**41. (1) Right to election of holder of share**

If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

**(2) Limitations applicable to notice**

All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

**42. Claimant to be entitled to same advantage**

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

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

**43. Provisions as to transmission to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

## **NOMINATION OF SHARES**

**44. Nomination of Shares**

Notwithstanding anything contained hereinabove, every member of the Company may at any time, nominate, in the prescribed manner, a person to whom his shares in the Company shall vest in the event of his death.

**45. Nomination in case of Joint Holders**

Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares in the company shall vest in the event of death of all the joint-holders.

**46.** Notwithstanding anything contained in any other law for the time being in force or in any deposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the member or as the case may be, on the death of the joint holders become entitled to all the rights in such shares, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

**47.** Where the nominee is a minor, it shall be lawful for the holder of the shares, to make the nomination to appoint in the prescribed manner, any person to become entitled to shares in the Company, in the event of his death, during the minority.

### **TRANSMISSION OF SHARES BY NOMINEE**

**48.** A nominee upon production of such evidence as may be required by the Board and subject as hereinafter provided elect either:

(a) to be registered himself/herself as holder of the share or

(b) to make such transfer of the share or debenture as the deceased member or debenture holder as the case may be could have made.

**49.** If the nominee elects to be registered as holder of the share himself/herself, as the case may be he/she shall deliver or send to the Company a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased member.

**50.** A nominee upon becoming entitled to a share by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he/she would be entitled to, if he/she were the registered holder of the share except that he/she shall not before being registered a member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

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

**51. Persons entitled may receive dividend without being registered as member**

A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or monies as hereinafter provided, be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share.

**52. Board may require evidence of transmission**

Every transmission of a 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 be so verified or until or unless 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 indemnity.

**53. No fee on transfer or transmission**

The Company shall not charge any fee for registration of transfer or transmission in respect of share or debentures of the Company.

**54. Company not liable for disregard of a notice prohibiting registration of transfer.**

The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right title or interest (to or in such shares notwithstanding that the Company may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided by Section 89 of the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors so think fit.

**55. Register of transfers.**

The Company shall keep a book called the "Register of Transfer" and therein shall be fairly and distinctly entered the particulars of every transfer and transmission of any share in the Company.

**56.** The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any shares or other securities or whose name appears as the Beneficial owner of shares or other securities in the records of Depository, as the absolute owner thereof.

**FORFEITURE OF SHARES**

**57. If call or installment not paid notice must be given**

If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

**58. Form of notice**

The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

**59. In default of payment, shares be forfeited**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

**60. Receipt of part amount or grant of indulgence not to affect forfeiture**

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

**61. Entry of forfeiture in register of members**

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

**62. Effect of forfeiture**

The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

**63. (1) Forfeited shares may be sold, etc.**

A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

**(2) Cancellation of forfeiture**

At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

**64. (1) Members still liable to pay money owing at the time of forfeiture**

A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

**(2) Member still liable to pay money owing at time of forfeiture and interest**

All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

**(3) Cesser of liability**

The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

**65. (1) Certificate of forfeiture**

A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

**(2) Title of purchaser and transferee of forfeited shares**

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of;

**(3) Transferee to be registered as holder**

The transferee shall thereupon be registered as the holder of the share; and

**(4) Transferee not affected**

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

**66. Validity of sales**

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

**67. Cancellation of share certificate**

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

**68. Surrender of share certificates**

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

**69. Sums deemed to be calls**

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

**70. Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc**

The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

## ALTERATION OF CAPITAL

### 71. Power to alter share capital

Subject to the provisions of the Act, the Company may, by ordinary resolution -

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

### 72. Right of stockholders

Where shares are converted into stock:

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "member"/"member" shall include "stock" and "stock-holder" respectively. Shares may be converted into stock.

### 73. Reduction of capital

The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital

## JOINT HOLDERS

### 74. Joint Holders

Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

**(a) Liability of Joint Holders**

The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.

**(b) Death of one or more joint holders**

On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any 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.

**(c) Receipt of one sufficient**

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

**(d) Delivery of certificate and giving of notice to first named holder**

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 the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

**(e)(i) Vote of joint-holders**

Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of 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 the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of shares.

**(ii) Executors or administrators as joint holders**

Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

**(f) Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names, Executors or administrators as joint holders

## BUY-BACK OF SHARES

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

## GENERAL MEETINGS

### 76. Extraordinary general meeting

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

### 77. Powers of Board to call extraordinary general meeting

The Board may, whenever it thinks fit, call an extraordinary general meeting.

## PROCEEDINGS AT GENERAL MEETINGS

### 78. (1) Presence of Quorum

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

### (2) Business confined to election of Chairperson whilst chair vacant

No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

### 3) Quorum for general meeting

The quorum for a general meeting shall be as provided in the Act.

(4) If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the company—

(a) the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine; or

(b) the meeting, if called by requisitions under section 100, shall stand cancelled:

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

(5) If at the adjourned meeting also, a quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum.

### 79. Chairperson of the meetings

The Chairperson of the Board shall preside as Chairperson at every general meeting of the Company.

### 80. Directors to elect a Chairperson

If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unable or unwilling to act as chairperson of the meeting, the Vice Chairperson, if any, shall be entitled to take the chair at such meeting. If there be no such , or Chairperson and/or Vice Chairperson or if he or they are unable or unwilling to take the chair, or if he/ they are not present within fifteen minutes of the time appointed for holding the meeting, then the directors present shall elect one of their members to be the chairman of the meeting.

### 81. Members to elect a Chairperson

If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall,

by poll or electronically or show of hands or any other manner as may be provided in the Act or rules made thereunder, choose one of their members to be Chairperson of the meeting.

**82. Casting vote of Chairperson at general meeting**

On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

**83. Minutes of proceedings of meetings and resolutions passed by postal ballot**

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

**(2) Certain matters not to be included in Minutes**

There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -

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

**(3) Discretion of Chairperson in relation to Minutes**

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

**(4) Minutes to be evidence**

The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

**84. (1) Inspection of minute books of general meeting**

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

- (a) be kept at the registered office of the Company; and
- (b) be open to inspection of any member without charge, in accordance with the Act on all working days other than Saturdays, Sundays and public holidays.

**(2) Members may obtain copy of minutes**

Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of Rupees ten per page or part thereof or such fee which shall not be less than the maximum amount of fee as permitted under the Companies Act, 2013 or Rules made there under, with a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

**85. Powers to arrange security at meetings**

The Board, and also any person(s) authorized by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

**86. Notice**

Subject to the provisions of the Companies Act, 2013, notices and other documents of General Meeting of the Company may be given to every member of the Company by e-mail, provided that every member should be given an advanced opportunity to register their e-mail address and changes therein from time to time with the Company or its Registrar and Share Transfer Agents. In case any member has not registered his e-mail address with the Company, the service of notice and documents shall be in accordance with the provisions of section 20 of the Companies Act, 2013

**ADJOURNMENT OF MEETING**

**87. (1) Chairperson may adjourn the meeting**

The Chairperson may, suo-motu, adjourn the meeting from time to time and from place to place.

**(2) Business at adjourned meeting**

No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**(3) Notice of adjourned meeting**

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

**VOTING RIGHTS**

**88. Entitlement to vote on show of hands and on poll**

Subject to any rights or restrictions for the time being attached to any class or classes of shares -

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

**89. Voting through electronic means**

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

**90. (1) Vote of joint-holders**

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

**(2) Seniority of names**

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

**91. How members non compos mentis and minor may vote**

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

**92. Votes in respect of shares of deceased or insolvent members, etc.**

Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to 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 (forty eight)

hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

**93. Business may proceed pending poll**

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

**94. Restriction on voting rights**

No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

**95. Restriction on exercise of voting rights in other cases to be void.**

A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

**96. Equal rights of members**

Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

**PROXY**

**97. (1) Member may vote in person or otherwise**

Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

**(2) Proxies when to be deposited**

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

**98. Form of proxy**

An instrument appointing a proxy shall be in the form as prescribed in the Rules.

**99. Proxy to be valid notwithstanding death of the principal**

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## **BOARD OF DIRECTORS**

### **100. Number of Directors**

- 1) The number of Directors shall not be less than three (3) and not more than fifteen (15). Subject to the provisions of the Act and these Articles, the Company may from time to time increase within the maximum limit permissible the number of Directors provided that any increase in the number of Directors exceeding the limit in that behalf provided by the Act shall not have any effect unless necessary approvals have been taken as may be prescribed under the Act.
- 2) At least one of the director shall be the resident of India, i.e. atleast one director who has stayed for minimum 182 days in India in a previous calendar year.
- 3) The Company shall appoint such number of woman director as may be required under the provisions of the Act and rules thereunder.

### **101. Appointment and election of Directors.**

- 1) All Directors shall be elected by members of the Company in General Meeting and all Directors other than the non-retiring Directors and Independent Directors shall be liable to retirement by rotation as herein provided.
- 2) Committees: The Board shall have the right to constitute committees of the Board ("Board Committees") and shall have the right to determine their functions, powers, authorities and responsibilities. Subject to applicable regulations, each Board Committee shall be constituted. The quorum and notice provisions set out in Articles in relation to the meetings of the Board shall apply to the meetings of the Board Committees.

### **102. Power to-appoint nominee director(s).**

- 1) Whenever the Directors enter into a contract with any Government, Central, State or Local, or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have, subject to the applicable provisions of the Act, the power to agree that such Government, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the Government, person or persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors so appointed or nominated shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.
- 2) If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he is appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

### **103. Alternate Directors**

#### **1) Appointment of Alternate Director**

The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

#### **2) Duration of office of alternate director**

An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

#### **3) Re-appointment provisions applicable to Original Director**

If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

### **104. Additional Directors**

#### **1) Appointment of Additional Directors**

Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

#### **2) Duration of office of additional director**

Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

### **105. Appointment of Independent Directors.**

The Company shall appoint such number of directors as Independent directors as may be required under the provisions of the Act and rules thereunder. Independent Directors shall meet at such interval as may be provided by the Act.

### **106. Directors' power to fill casual vacancies**

#### **1) Appointment of director to fill casual vacancy**

If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

#### **2) Duration of office of Director appointed to fill casual vacancy**

The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated

### **107. Qualification of Directors**

A Director shall not be required to hold any share qualification.

**108. (1) Remuneration of directors**

The remuneration of the directors shall be as may be decided by the Board of Directors from time to time.

**(2) Remuneration to require member's consent**

The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance and subject to the provisions of the Act.

**109. Travelling Expenses incurred by Director not a bonafide resident Or by Director going out on Company's business**

The Board may allow and pay to any Director, who is not a bonafide resident of the place where the meetings of the board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with business of the Company.

**110. Directors may act notwithstanding any vacancy.**

The continuing Directors may act notwithstanding any vacancy in their board but if, and so long as their number is reduced below the minimum number fixed by these Article hereof the continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.

**111. When office of Directors to become vacant.**

(1) Subject to Sections 167 and other provisions of the Act the Office of a Director shall become vacant if:

- a) he incurs any of the disqualifications specified in section 164;
- b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
- c) he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
- d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;
- e) he becomes disqualified by an order of a court or the Tribunal;
- f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;
- g) Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;
- h) he is removed in pursuance of the provisions of this Act;
- i) he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.

- (2) Subject to the provisions of the Act, a Director may resign his office at any time by Notice in writing addressed to the Company or to the Board of Directors.

**112. Director may contract with Company.**

Subject to the provisions of section 188 of the Act no director shall be disqualified by his office from contracting with the Company for any purpose and in any capacity whatsoever including either as Vendor, purchaser, agent, broker, underwriter of shares and debentures of the Company 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 relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided hereunder.

**113. Disclosure of interest.**

- 1) Subject to the provision of the Act, every Director who is in any way whether directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company as prescribed under section 184 of the Act shall disclose the nature of his concern or interest at a meeting of the Board of Directors or as provided in these Articles hereof.
- 2) In the case of a proposed contract or arrangement, the disclosure required to be made by a Director in article above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of the meeting, concerned or interested in the proposed contract or arrangement at the first meeting of the Board after the Director becomes so concerned or interested.
- 3) In the case of any other contract arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.

**114. Register of Contracts in which Directors are interested.**

- (1) The Company shall keep one or more Registers in accordance with the provisions of the Act in which shall be entered separately particulars of all contracts or arrangements in which the directors interested. The Registers shall include details of the contracts and name of parties and such other details as may be required under the prevailing provisions of the Act.
- (2) The Register aforesaid shall also specify, in relation to each Director of the Company, the names of the firms and bodies corporate of which notice has been given by him Disclosure of interest.
- (3) The Registers as aforesaid shall be kept at the Registered office of the Company and they shall be open to inspection at such office and extracts may be taken from any of them and copies thereof may be required by any member of the Company to the same extent in the same manner and on payment of the same fees as in case of the Register of Members.

**115. Directors may be Directors of companies promoted by the Company**

A Director of the Company may be or may become a Director of any Company promoted by the Company, or in which it may be interested as Vendor, member or otherwise and subject to the provisions of the Act and these Articles.

#### **116. Retirement and rotation of Directors**

- (1) Subject to the provision of the Act, at every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
- (2) Not less than two-third of the total number of Directors of the Company as are liable to retire by rotation under the Act, 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 Meeting.
- (3) The remaining Directors shall be appointed in accordance with the provisions of the Act, and these Articles.
- (4) The expression "Retiring Director" means a Director retiring by rotation.

#### **117. Ascertainment of Directors retiring by rotation and filling of vacancies**

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 become 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 remain in office until the conclusion of the meeting at which his reappointment is decided or his successor is appointed.

#### **118. Eligibility for re-election**

A retiring Director shall be eligible for re-election.

#### **119. Company to appoint successors to retiring Directors**

The Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing the retiring Director or some other person thereto.

#### **120. Provision in default of appointment**

- (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.
- (b) If at the adjourned meeting also the place of the retiring Director is not filled up and that meeting has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless –
  - (i) at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost ;
  - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;
  - (iii) he is not qualified or is disqualified for appointment;
  - (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or

(v) the provision of the Section 162 of the Act is applicable to the case.

**121. Notice of Candidate for office of Director except in certain cases**

- (1) 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 the 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 a deposit of such sum as may, from time to time, be prescribed by the law as deposit, which shall be refundable only if the candidate in respect of whom the deposit is made has duly been elected as Directors
- (2) 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 of the Act signifying 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 Director if appointed.
- (3) On receipt of the notice referred to in this Article the Company shall inform its members of the Candidature of that person for the office of a Director or of the intention of a member to propose such person as a candidate for that office by serving individual notice on members not less than seven days before the meeting provided that it shall not be necessary for the Company to serve individual notices upon the members if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the city, town or village in which the Registered Office of the Company is situate of which one is published in the English language and the other in the regional language.

**122. Register of Directors etc. and notification of change to Registrar**

The Company shall keep at its Registered Office a Register containing the particulars of its Directors and Key Managerial Personnel mentioned in Section 170 of the Act along with Companies (Appointment and Qualification of Directors) Rules, 2014 and shall otherwise comply with the and provisions of the said Section in all respects.

**123. Register of Shares or Debentures held by Directors and Key Managerial Personnel**

The Company shall, in respect of each of its Directors & Key Managerial Personnel, keep at its Registered office a Register, with prescribed details as required by Section 170 read with 171 of the Act alongwith relevant Rules made thereunder and shall also duly comply with all the provisions of the said Section in all respects.

**124. Disclosure by Director and Key Managerial Personnel of appointment to any other body corporate**

Subject to the provisions of section 184 of the Act, a Director and the Key Managerial Personnel of the Company shall within thirty days of his appointment to or relinquishment of his office as Director and the Key Managerial Personnel in any other body corporate disclose to the Company the particular relating to his office in the other body corporate., firms or other association of individuals.

**125. Disclosure by a Director and Key Managerial Personnel of his holdings of shares and debentures of the Company etc.**

A Director and Key Managerial Personnel shall give notice in writing to the Company of his holding of shares and debentures of the Company, or its holding or its subsidiary or its associates, together with such particulars as may be prescribed under the Act. If such notice be not given at a meeting of the Board, the Director Key Managerial Personnel shall take all reasonable steps to secure that it is brought up and read at the meeting of the Board next

after it is given. The Company shall enter the aforesaid particulars in a Register kept for that purpose in conformity with provisions of the Act.

## **MANAGING DIRECTOR**

### **126. Managing Directors**

- 1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of these Articles, the Board may by resolution vest in such Managing Director or Managing Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine. The remuneration of the Managing Director or Managing Directors may be by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act. The Managing Director shall not be required to retire by Rotation.. The Directors may whenever they appoint more than one Managing Director, designate one or more of them as “Joint Managing Director” or “Joint Managing Directors” or “Deputy Managing Director” or “Deputy Managing Directors”, as the case may be, and accordingly the expression “Managing Director” shall also include and be deemed to include “Joint Managing Director” or “Deputy Managing Director”.
- 2) The Managing Director or Managing Director or Directors who are in the whole time employment in the Company shall subject to supervision and control of the Board of Directors, exercise such powers as are vested in them by the Board”,

### **127. Certain persons not to be appointed Managing Directors**

The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or whole time Director who –

- (a) is below the age of twenty-one years or has attained the age of seventyyears:

Provided that appointment of a person who has attained the age of seventyyears may be made by passing a special resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person;

- (b) is an undischarged insolvent, or has at any time been adjudged an insolvent ;
- (c) has at any time suspended payment to his creditors or makes, or has at any time made, a composition with them; or
- (d) has at any time been convicted by a Court of an and sentenced for a period of more than six months.

### **128. Special position of Managing Director**

A Managing Director shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of a Director.

## **PROCEEDINGS OF THE BOARD OF DIRECTORS**

### **129. Meetings of Directors**

The Directors may meet together as a Board from time to time and shall hold a minimum number of four meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall elapse between two consecutive meetings of the Board.

**130. Notice, Agenda and Minutes of Meetings.**

The Company shall comply with all other applicable provisions of the Act in connection with form, manner, time and date of issue of notice, agenda and minutes of the meeting of the Board duly amended up to date.

A Director or the Managing Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. Notice of not less than seven days shall be issued in respect of every meeting of the Board in writing to every Director for the time being in India and at his usual address registered with the Company and to every other Director as may be required under relevant provisions of the Act/secretarial standard. Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting

The Company shall ensure that board papers relating to the board agenda and detailed notes thereon pursuant to the foregoing provisions of this Article shall be circulated to the members of the Board in accordance with the Act.

**131. Quorum**

The quorum for a Board meeting shall be 1/3<sup>rd</sup> of its total strength or two Directors whichever is higher as provided in the Act and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum.

**132. Participation at a Board Meeting.**

The participation of directors in a meeting of the Board may be either in person or through video conferencing or audiovisual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

**133. Adjournment of meeting for want of Quorum**

If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned until such date and at such time and place as the Chairman may appoint and in default of such appointment to the same day in the next week at the same time and place or if that day is a National holiday till the next succeeding day which is not a public holiday, at the same time and place or to such day, time and place as the Directors present may determine.

**134. When meeting to be convened**

The Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving a notice in writing to every other Director provided however that no meeting shall be convened unless advance intimation of at least seven days is provided for any such meeting.

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting:

Provided further 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, if any.

**135. Chairman/ Chairperson**

An individual can be appointed or reappointed as the Chairperson/Chairman as well as the Managing Director or Chief Executive Officer at the same time.

Notwithstanding anything contained in this Article the Board of Directors may elect, from time to time, any of its members, as Chairman/ Chairperson. Subject to the provisions of the Act and of this Article, the Board shall have the power to nominate from time to time, any of its members as Vice Chairman/ Vice Chairperson on such terms and conditions as the Board thinks fit.

**136. Questions at Board Meeting how decided**

Questions arising at Meetings of the Board of Directors or a Committee thereof shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or casting vote.

**137. 1) Delegation of power**

The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

**2) Committee to conform to Board regulation**

Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

**3) Participation at Committee**

The participation of directors in a meeting of the Committee may be either in person or through videoconferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

**138. Chairperson of Committee**

**1) Chairperson of Committee**

A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

**2) Who to Preside at meetings of Committee**

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

**3) Quorum for Committee**

The quorum for the committee of the Board shall be  $1/3^{\text{rd}}$  or 2 whichever is higher for all committees of the Board, unless otherwise fixed by the Act, rules made thereunder or applicable Secretarial Standards, duly amended from time to time.

**139. Meeting(s) of Committee**

**1) Committee to meet**

A Committee may meet and adjourn as it thinks fit.

**2) Question at Committee meeting how decided**

Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

**3) Casting vote of Chairperson at Committee meeting**

In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

**4) Acts of Board or Committee valid notwithstanding defect of appointment**

Subject to the provision of these article, all acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

**140. Resolution by circulation**

Save as otherwise expressly provided in the Act and subject to these Articles, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

Date of passing of the circular resolution by majority of directors shall be the date on which the resolution is passed by the majority of the directors, unless any other date is specified in the resolution as effective date.

**141. Participation through video conferencing or other audio visual means**

Subject to the provisions of the Act and other applicable laws, Directors may participate in Board or Committee meetings by telephone or video conferencing or any other means of contemporaneous communication, provided that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. A Director may not leave the meeting by disconnecting his or other means of communication unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall conclusively be presumed to have been present and formed part of the quorum, voting, recording of minutes and all other relevant provisions in this regard, as may be permitted from time to time, at all times during the meeting unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as aforesaid.

**142. Minutes of proceedings of meetings of the Board**

- 1) The Company shall cause minutes of the meeting of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings of the meeting including the following:
  - i. The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;
  - ii. All orders made by the Board of Directors;
  - iii. All resolutions and proceedings of meetings of the Board of Directors and Committees thereof;
  - iv. In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the names of Directors if any, dissenting from or not concurring in the resolution.

- 2) All such minutes shall be signed by the Chairman of the Concerned meeting or by the person who shall preside as Chairman at the next succeeding meeting and all the minutes purported to be so signed shall for all actual purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meetings at which the same shall appear to have taken place.

#### **143. General Powers of Directors**

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

#### **144. Consent of Company necessary for the exercise of certain powers**

- 1) Subject to the provisions of section 180 the Act, the Board of Directors shall not exercise the following powers except with the consent of the Company accorded by a special resolution, namely:—

- a. to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the company or where the company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

Explanation.—For the purposes of this clause,—

- b. “undertaking” shall mean an undertaking in which the investment of the company exceeds twenty per cent of its net worth as per the audited balance sheet of the preceding financial year or an undertaking which generates twenty per cent of the total income of the company during the previous financial year;
- c. the expression “substantially the whole of the undertaking” in any financial year shall mean twenty per cent or more of the value of the undertaking as per the audited balance sheet of the preceding financial year;
- d. to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- e. to borrow money, where the money to be borrowed, together with the money already borrowed by the company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the company’s bankers in the ordinary course of business:

Provided that the acceptance by a banking company, in the ordinary course of its business, of deposits of money from the public, repayable on demand or otherwise, and withdraw able by cheque, draft, order or otherwise, shall not be deemed to be a borrowing of monies by the banking company within the meaning of this clause.

- f. Explanation.— For the purposes of this clause, the expression “temporary loans” means loans repayable on demand or within six months from the date of the loan such as short-term, cash credit arrangements, the discounting of bills and the issue of other short-term loans of a seasonal character, but does not include loans raised for the purpose of financial expenditure of a capital nature;

- g. to remit, or give time for the repayment of, any debt due from a director
- 2) Every special resolution passed by the company in general meeting in relation to the exercise of the powers referred to in clause (c) of sub-section (1) of Section 180 of the Act shall specify the total amount up to which monies may be borrowed by the Board of Directors.

#### **145. Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer**

##### **1) Chief Executive Officer, etc.**

Subject to the provisions of the Act, ,—

- a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- b) A Whole time Key Managerial Personnel of a Company shall not hold the office in more than one company except in its subsidiary company at the same time.

##### **2) Director may be chief executive officer, etc.**

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

### **REGISTERS**

#### **146. Statutory Registers**

The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers under Section 88 of the Act and copies of annual return shall be open for inspection in accordance with Act on all working days, other than Saturdays, Sundays and public holidays at the registered office of the Company by the persons entitled thereto on payment, where required, of fees of Rupees fifty for each inspection. Provided further that, a copy of such return or register or entries therein can be furnished to the persons entitled thereto, on receipt of deposit of the fee of Rupees Ten for each page or such fees which shall not be less than the maximum permissible amount as may be prescribed in the Act and the Rules made thereunder.

#### **147. Foreign register**

- a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit with respect to keeping of any such register.
- b) The foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

#### **148. COPIES OF MEMORANDUM AND ARTICLES OF ASSOCIATION**

Copies of Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every member at his request within seven days on payment of the sum of Rupee **One for each copy**.

#### **THE SEAL**

#### **149. The Seal its custody and use**

- 1) The Board shall provide for the safe custody of the seal.
- 2) **Affixation of seal**
  - a) The Board Shall provide a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu of the same, and the Board 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 Board or a Committee of the Board previously given.
  - b) 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, be signed by any one Director or the Company Secretary or some other person authorized by the Board or a Committee thereof for the purpose.

#### **DIVIDENDS**

#### **150. Company in general meeting may declare dividends**

The Board may, subject to the Act, recommend the amount of dividends to be paid by the Company. The Company in a General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

#### **151. Interim Dividend**

Subject to the provisions of section 123 of the Act and subject to the confirmation/ratification by the members at the Annual General Meeting, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.

#### **152. 1) Dividends only to be paid out of profits**

The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper or that may be required under the Act as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, in its discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, think fit.

#### **2) Carry forward of profits**

Subject to the Act, the Board may also carry forward any profits which it may think prudent not to distribute as dividends, without setting them aside as a reserve.

**153. (1) Division of profits**

Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividends are paid.

**(2) Payments in advance**

No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this regulation as paid on the Share.

**(3) Dividends to be apportioned**

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividends are paid; but if any Share is issued on terms providing that it shall rank for purposes of payment of dividends as from a particular date such Share shall rank for dividends accordingly.

**154. (1) No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom**

The Board may deduct from any dividends payable to any Member all sums of money, if any, presently payable by such Member to the Company on account of calls or otherwise in relation to the Shares of the Company.

**(2) Retention of dividends**

The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

**155. (1) Dividend how remitted**

Any dividends, interest or other monies payable in cash in respect of Shares may be paid by permitted electronic means or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.

**(2) Instrument of payment**

Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

**(3) Discharge to Company**

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

**156. Receipt of one holder sufficient**

Any one of two or more joint holders of a Share may give receipts for any dividends, bonuses or other monies payable in respect of such Share.

**157. No interest on dividends**

No dividend shall bear interest against the Company.

**158. Waiver of dividends**

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

**159. Capitalisation of profits**

**i) Capitalization**

The company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve—

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

**ii) Sum how applied**

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained herein, either in or towards—

- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

**160. Powers of the Board for Capitalization**

i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

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

**ii) Board's power to issue fractional certificate/coupon etc.**

The Board shall have power—

- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions; and

- (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

**iii) Agreement binding on members**

Any agreement made under such authority shall be effective and binding on such members.

**ACCOUNTS**

**161. Books of Accounts to be kept**

**1) Inspection by Directors**

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

**2) Restriction on inspection by members**

No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorized by the Board.

**AUDIT**

**162. Accounts to be Audited**

The Financial Statements shall be audited by the Auditors in accordance with the provisions of the Act.

**DOCUMENTS AND NOTICE**

**163. By Advertisement**

A document or notice advertised in a newspaper circulating in the neighborhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.

**164. On joint-holders.**

A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice on or to the joint-holder named first in the Register or Members in respect of the share.

**165. On personal representatives etc.**

A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter 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 entitled, or (until such an address

has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

**166. To whom documents or notices must be served or given**

Documents or notices of every General Meeting shall be served or given in same manner herein before authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company.

**167. Members bound by documents or notices served on or given to previous holders**

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

**168. Document or notice by Company and Signature thereto.**

Any document or notice to be served or given by the Company may be signed by a director or some person duly authorized by the Board of Directors for such purposes and the signature thereto may be written, printed or lithographed.

**169. Service of document or notice by member.**

All documents or notices to be served or given by members on or to the Company or any Officer thereof shall be served or given by sending it to the Company or Officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the office.

## **WINDING-UP**

**170. Winding up of the Company**

Subject to the provisions of Act and rules made there under—

- (1) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the Members, in specie or kind, the whole or any part of the assets of the Company, whether such assets consist of property of the same kind or not.
- (2) For the above mentioned purpose, the liquidator may set such value as the liquidator deems fair upon any property to be divided and may determine how such division shall be carried out as between the Members or different classes of Members.
- (3) The liquidator may, with such sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator shall think fit, but so that no member shall be compelled to accept any shares or such other securities whereon there is any liability.

## **INDEMNITY AND RESPONSIBILITY**

**171. Directors' and officers' right to indemnity.**

- (1) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his

capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

- (2) Subject as aforesaid, every director, managing director, manager, company secretary or other officer 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 favor or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

**(3) Insurance**

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

**GENERAL POWER**

**172. General Power**

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

**SECURITY CLAUSE**

**173. Secrecy Clause**

- (1) Every director, manager, auditor, trustee, member of a committee, officer, key managerial personnel, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transaction and affairs of the Company with the customers and the state of the accounts with individuals and in realization thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (2) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or the Managing Director or to require discovery of 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 Director or the Managing Director it will be inexpedient in the interest of the members of the Company to communicate to the public.

We the several persons, whose names, addresses, occupations and descriptions are subscribed below, are desirous of being formed into a company in pursuance of these Articles of Association:

Name, Address, description & Occupation of each Subscriber.	Signature of Subscriber	Name, Address, description & occupation of witness & his signature.
<p>1 VAIBHAV S. BAKHARE S/O. SANJAY SHANKARRAO BAKHARE C-5/2, 4/4, SECTOR-1 C.B.D. BELAPUR NAVI MUMBAI - 400 614.</p> <p>SERVICE</p>	Sd/-	<p style="text-align: center;">WITNESS FOR 1 TO 4 Sd/- SANTOSH A. DESHPANDE S/O. ANANTRAO PANDITRAO DESHPANDE FLAT NO. A/304, EDEN HOUSE SECOR 8A PLOT NO. 51, AIROLI 400 708 SERVICE</p>
<p>2 SANDEEP P. NAIK S/O. PRABHAKAR VASUDEO NAIK 3/MILAN CHHAYA CO-OP. HSG. SOC., PENDSE NAGAR, ROAD NO. 4 DOMBIVLI (EAST) DIST.: THANE - 421 201.</p> <p>SERVICE</p>	Sd/-	
<p>3 PRADEEP S. PATHARE S/O. SHASHIKANT S. PATHARE C-304, SIDDHIVINAYAK PARK NEAR H.P. GAS GODOWN SECTOR 8A, AIROLI NAVI MUMBAI - 400 708.</p> <p>SERVICE</p>	Sd/-	
<p>4 YOGESH S. RAJE S/O. SUDHAKAR V. RAJE 2/5, LAXMI NIVAS CHS GHANTALI ROAD NAUPADA THANE – 400 602.</p> <p>SERVICE</p>	Sd/-	

Name, Address, description & Occupation of each Subscriber.	Signature of Subscriber	Name, Address, description & occupation of witness & his signature.
<p>5 SHASHANK S. BHAGWAT S/O. SHARAD R. BHAGWAT 3/18, BAGWE NIWAS SENAPATI BAPAT MARG BEHIND PLAZA CINEMA DADAR MUMBAI – 400 028.</p> <p>SERVICE</p>	Sd/-	<p style="text-align: center;">WITNESS FOR 5 TO 7 Sd/- SANTOSH A. DESHPANDE S/O. ANANTRAO PANDITRAO DESHPANDE FLAT NO. A/304, EDEN HOUSE SECOR 8A PLOT NO. 51, AIROLI 400 708 SERVICE</p>
<p>6 HARSHIT S. JOSHI S/O. SHARADCHANDRA R. JOSHI 202, MEHUL APARTMENTS DERASAR LANE RAM NAGAR, BORIVALI (WEST) MUMBAI – 400 092.</p> <p>SERVICE</p>	Sd/-	
<p>7 MAYUR C. MEHTA S/O. CHAMANLAL RANCHOOD DAS MEHTA 32/4, BRINDAVAN SOCIETY GROUND FLOOR THANE (WEST) – 400 601.</p> <p>SERVICE</p> <p>TOTAL</p>	Sd/-	

Place: Mumbai

Dated: 20<sup>th</sup> day of March 2007

# HIGH COURT, BOMBAY

0799511

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY PETITION NO 887 OF 2007  
CONNECTED WITH  
COMPANY APPLICATION NO. 986 OF 2007

In the matter of Scheme of  
Arrangement between RPG Life  
Sciences Limited and RPG  
Pharmaceuticals Limited and Instant  
Holdings Limited and Instant Trading  
and Investment Company Limited and  
their respective Shareholders

Instant Trading and Investment Company Limited .....First Transferor  
Company.

AND

COMPANY PETITION NO.888 OF 2007  
CONNECTED WITH  
COMPANY APPLICATION NO. 983 OF 2007

RPG Pharmaceuticals Limited ..... First Transferee Company.

AND

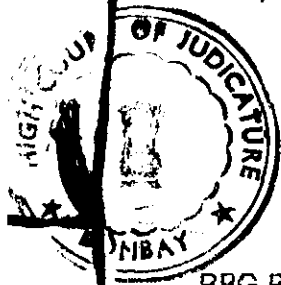
COMPANY PETITION NO.889 OF 2007  
CONNECTED WITH  
COMPANY APPLICATION NO. 982 OF 2007

RPG Life Sciences Limited .....Second Transferor Company.

AND

COMPANY PETITION NO.890 OF 2007  
CONNECTED WITH  
COMPANY APPLICATION NO. 984 OF 2007

Instant Holdings Limited .....Second Transferee Company.



# HIGH COURT, BOMBAY

0799512

Mr. Rajesh Shah i/b Rajesh Shah & Co. for the petitioners.

Mr. S. Ramakantha Dy. O.L., in CP No. 887 of 2007.

Mr. G. J. Jy with S.K. Mohapatra for R.D. in CP No.887/07 to CP No.890/07

CORAM: A.M.KHANWILKAR, J.

DATE : 14<sup>th</sup> December 2007

PC:

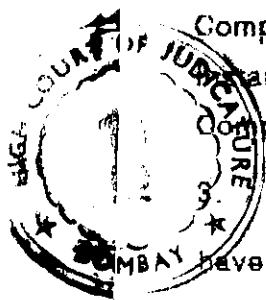
1. Heard learned counsel for the parties.
2. The sanction of the Court is sought under Section 391 to 394 read with Sections 100 to 103 of the Companies Act, 1956 to a Scheme of Arrangement between RPG Life Sciences Limited the Second Transferor Company and RPG Pharmaceuticals Limited the First Transferee Company and Instant Holdings Limited the Second Transferee Company and Instant Trading and Investment Company Limited the First Transferor Company and their respective Shareholders.

Counsel appearing on behalf of the Petitioners have stated that they have complied with all requirements as per directions of these Hon'ble Court and they have filed necessary affidavits of compliance in the Court. However, Petitioner Company also undertakes to comply with all statutory requirements if any, as required under the Companies Act .

4. As per the objection raised by the Regional Director in their Report, the Petitioner through their counsel undertakes that they will comply with the requirement of provisions of section 21 of the Companies Act, 1956 in respect of filing of necessary forms with Registrar of Companies

5. The counsel of the companies inform the court that the petitioner shall comply with the provisions of law as upheld by the court's of law

6. Upon perusal of the entire material placed on records, the scheme appears to be fair and reasonable and is not violative of any provisions of law and is nor contrary to any public policy. None



# HIGH COURT, BOMBAY

0799513

of the parties concerned has come forward to oppose the scheme.

Moreover, both the Regional Director and the

Official Liquidator have stated that the scheme as proposed is not prejudicial to the interest of share holders or creditors and the public.

7. There is no objection to the scheme and since all the requisite statutory compliances have been fulfilled, Company Petition Nos. 887 to 890 of 2007 filed by the Petitioner Companies are made absolute in terms of prayer clauses (a) to (d), (a) to (d), (a) to (d) and (a) to (c) respectively.

8. The petitioner company to lodge a copy of this order and the scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 30 days of obtaining the certified copy and/or an authenticated copy of the order.

9. The Petitioners in all the company petitions to pay cost of Rs.5000/- each to the Regional Director in all petitions and to the Official Liquidator by the petitioner in the Petition filed by the First Transferor company. Costs to be paid within four weeks from today.

10. Filing and issuance of the drawn up order is dispensed with. All authorities concerned to act on a copy of this order duly authenticated by the Registry.

(A. M. Khanwilkar, J.)

TRUE-COPY

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

*30/01/08*

TRUE COPY

*A. M. Khanwilkar*  
31/12/07  
Section Officer  
High Court, Appellate Side  
Bombay.

**SCHEME OF ARRANGEMENT**

**UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF  
THE COMPANIES ACT, 1956**

**BETWEEN**

**RPG LIFE SCIENCES LIMITED**

**AND**

**RPG PHARMACEUTICALS LIMITED**

**AND**

**INSTANT HOLDINGS LIMITED**

**AND**

**INSTANT TRADING AND INVESTMENT COMPANY LIMITED**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS**



---

**Preamble**

1. This Scheme of Arrangement is presented under Sections 391 to 394 read with Sections 100 to 103 and other applicable provisions of the Companies Act, 1956 for the sale of the Pharmaceuticals Business by RPG Life Sciences Limited to RPG Pharmaceuticals Limited, in consideration of issue of Equity Shares by RPG Pharmaceuticals Limited which would be issued by RPG Pharmaceuticals Limited to the members of RPG Life Sciences Limited and sale of the Investments to Instant Holdings Limited by RPG Life Sciences Limited in consideration of shares of Instant Holdings Limited to be issued by Instant Holdings Limited to RPG Life Sciences Limited and the merger of Instant Trading and Investment Company Limited with Instant Holdings Limited.

2. The Scheme is divided into following parts:

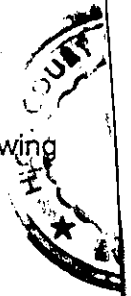
- (a) Part A deals with the Introduction, Definitions and Share Capital;
- (b) Part B deals with sale of the Investments of RPG Life Sciences Limited;
- (c) Part C deals with Merger of Instant Trading and Investment Company Limited with Instant Holdings Limited;
- (d) Part D deals with the sale of Pharmaceuticals Business of RPG Life Sciences Limited and reorganization of capital of RPG Pharmaceuticals Limited; and
- (e) Part E deals with the General Terms and Conditions.

**PART A - INTRODUCTION, DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

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

- 1.1 "Act" means the Companies Act, 1956, or any statutory modification, amendment or re-enactment thereof, for the time being in force.
- 1.2 "Appointed Date 1" means the 1<sup>st</sup> day of April 2007 or such other date as may be approved by the High Court of Judicature at Bombay for the sale of the Investments to Investment Co and the merger of Instant with Investment Co.
- 1.3 "Appointed Date 2" means the 2<sup>nd</sup> day of April 2007 or such other date as may be approved by the High Court of Judicature at Bombay for the sale of the Pharmaceuticals Business to Operating Co.
- 1.4 "RPG Life Sciences" or "RPGLS" or "the Company" means RPG Life Sciences Limited, an existing company under the Act and having its registered office at CEAT Mahal, 463, Dr. Annie Besant Road, Worli, Mumbai 400 030.



- 1.5 **"Instant"** means **Instant Trading and Investment Company Limited**, a wholly owned subsidiary company of RPGLS, an existing company under the Act and having its registered office at CEAT Mahal, 463, Dr. Annie Besant Road, Worli, Mumbai 400 030.
- 1.6 **"Effective Date"** means the date on which the certified copy of the Order of the High Court of Judicature at Bombay sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra at Mumbai.
- 1.7 **"High Court"** means the High Court of Judicature at Bombay.
- 1.8 **"IPRs" or "Intellectual Property Rights"** means all brands, trademarks, patents, copyrights, logos, designs, drawings, technical know-how and other intellectual property rights including applications pending for registration of said brands, trademarks, patents, copyrights, logos, designs, drawings, technical know-how and other intellectual property rights whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible.
- 1.9 **"Investments"** means the Investments of RPGLS not pertaining to the Pharmaceuticals Business (as defined in Clause 1.15 of this Scheme) of RPGLS along with loans and advances not pertaining to the Pharmaceuticals Business but including those loans and advances given to and investments made in Instant. Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Pharmaceuticals Business shall be mutually decided between Board of Directors of RPGLS and Operating Co.
- 1.10 **"Instant Holdings" or "Investment Co"** means Instant Holdings Limited, a company incorporated under the Act and having its registered office at CEAT Mahal, 463, Dr. Annie Besant Road, Worli, Mumbai 400 030.
- 1.11 **"RPG Pharmaceuticals" or "Operating Co"** means RPG Pharmaceuticals Limited, a company incorporated under the Act and having its registered office at CEAT Mahal, 463, Dr. Annie Besant Road, Worli, Mumbai 400 030.



- 1.12 **"Record Date"** means the date to be fixed by the Board of Directors of RPGLS for the purposes of issue of New Equity Shares (as defined in Clause 14.2 of this Scheme) by Operating Co to the members of RPGLS.
- 1.13 **"Residual Activity"** means the shares to be held by RPGLS in Investment Co to be received in consideration pursuant to this Scheme and other assets, liabilities or activities, if any, not taken over by Operating Co or Investment Co.
- 1.14 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 27 of this Scheme as approved or directed by the High Court.
- 1.15 **"Pharmaceuticals Business"** means the business of manufacturing bulk drugs, drugs intermediates, pharmaceutical formulations and other pharmaceutical preparations and including but not limited to:
- 1.15.1 All assets (whether movable or immovable, real or personal, corporeal or incorporeal, tangible or intangible, present, future or contingent) and liabilities of RPGLS pertaining to the Pharmaceuticals Business.
- 1.15.2 Without prejudice to the generality of the provisions of Sub-clause 1.15.1 above, the Pharmaceuticals Business shall include the whole of the activity of the Pharmaceuticals Business of RPGLS, as a going concern, including in particular:
- (a) the manufacturing plant(s) located at Navi Mumbai (Maharashtra) and Ankleshwar (Gujarat), and machinery and offices situated at other locations;
  - (b) all property of the Pharmaceuticals Business wherever situated (whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present, future or contingent) including all current assets, funds, plant and machinery (including leased plant and machinery), flats, land (whether freehold or leasehold), buildings, offices (including marketing offices and liaisons offices), raw materials, capital work in progress, finished goods, goods-in-



for  
his

transit, furniture, fixtures, office equipment, appliances, accessories and vehicles  
excluding Investments;

be  
or

(c) all permits, quotas, rights, entitlements, industrial and other licenses, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential) whether under agreements or otherwise, municipal and other statutory permissions, approvals, consents, licenses, registrations, subsidies, concessions, exemptions, remissions, tax deferrals, tenancies in relation to office and /or residential properties, bank accounts, privileges, all other rights including sales tax deferral and exemptions and other benefits, lease rights, licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements including insurance contracts and all other interests in connection with or relating to the Pharmaceuticals Business of RPGLS;

(d) all IPRs present or contingent and assets including but without being limited to fixed assets, leases, hire purchase and lease arrangements, computers, software, office equipment, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit, advantage, deposits, advances, receivables, cash, bank balances, accounts and all other rights, claims and powers of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favor of or enjoyed by RPGLS in connection with or pertaining or relatable to the Pharmaceuticals Business of RPGLS and all earnest money and/or deposits including security deposits paid by RPGLS in connection with or relating to the Pharmaceuticals Business; and

(e) all records, files, papers, engineering and process information, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form in connection with or relating to the Pharmaceuticals Business of RPGLS.



1.15.3 all debts, liabilities (whether provided in the books of RPGLS or not and also including, without limitation, liabilities that exist or may hereinafter arise relating to any other businesses that RPGLS was earlier engaged in), contingent liabilities, duties, obligations and provisions including current liabilities and provisions relating to the Pharmaceuticals Business of RPGLS.

1.15.4 All permanent employees relating to the Pharmaceuticals Business of RPGLS as on the Effective Date.

1.15.5 Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Pharmaceuticals Business or whether it arises out of the activities or operations of the Pharmaceuticals Business shall be decided by mutual agreement between the Board of Directors of RPGLS and Operating Co.

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



## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or as imposed or directed by the High Court of Judicature at Bombay, shall be deemed to take effect from the Appointed Date 1 in respect of the sale of the Investments and the merger of Instant with Investment Co and with effect from Appointed Date 2 in respect of the sale of the Pharmaceuticals Business, but shall come into operation from the Effective Date.

## 3. SHARE CAPITAL

3.1. The share capital of RPGLS as on the latest Audited Balance Sheet date i.e. as on March 31, 2007, is as under:

Particulars	Amount (Rs)
<b>Authorised:</b>	
2,00,00,000 Equity Shares of Rs. 10 each	20,00,00,000
1,50,00,000 Preference Shares of Rs. 10 each	15,00,00,000
<b>Total</b>	<b>35,00,00,000</b>
<b>Issued:</b>	
1,44,11,593 Equity Shares of Rs. 10 each	14,41,15,930
<b>Total</b>	<b>14,41,15,930</b>
<b>Subscribed and paid up:</b>	
1,43,68,850 Equity Shares of Rs. 10 each, fully paid-up	14,36,88,500
<b>Total</b>	<b>14,36,88,500</b>

RPGLS has issued and allotted 6,00,000 warrants on March 31, 2006 that entitle the holder thereof to apply for and be allotted 1 equity share at price of Rs-158 per share against each warrant. These warrants are outstanding as on the current date.

There has been no change in the capital structure of RPGLS subsequent to March 31, 2007.

3.2. The share capital of Operating Co as on March 31, 2007, is as under:

Particulars	Amount (Rs)
<b>Authorised:</b>	
1,50,00,000 Equity Shares of Rs. 10 each	15,00,00,000
	0
<b>Issued, Subscribed and Paid up:</b>	
50,000 Equity Shares of Rs. 10 each, fully paid up	5,00,000
<b>Total</b>	<b>5,00,000</b>

There has been no change in the capital structure of Operating Co subsequent to March 31, 2007.

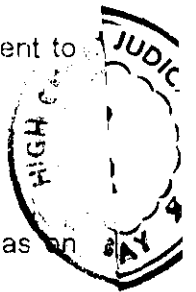
3.3. The share capital of Investment Co as on March 31, 2007, is as under:

Particulars	Amount (Rs)
<b>Authorised:</b>	
1,00,00,000 Equity Shares of Rs. 10 each	10,00,00,000
	0
<b>Issued, Subscribed and Paid up:</b>	
50,000 Equity Shares of Rs. 10 each, fully paid up	5,00,000
<b>Total</b>	<b>5,00,000</b>

4.

4.1

There has been no change in the capital structure of Investment Co subsequent to March 31, 2007.



3.4. The share capital of Instant as on the latest Audited Balance Sheet date i.e. as on March 31, 2007, is as under:

Particulars	Amount (Rs)
<b>Authorised:</b>	
1,99,90,000 Equity Shares of Rs. 10 each	19,99,00,000
1,000 12% cumulative redeemable preference shares of Rs.100 each	1,00,000
<b>Total</b>	<b>20,00,00,000</b>
<b>Issued, Subscribed and Paid up:</b>	
1,99,90,000 Equity Shares of Rs. 10 each, fully paid up	19,99,00,000
<b>Total</b>	<b>19,99,00,000</b>

There has been no change in the capital structure of Instant subsequent to March 31, 2007.

## PART B – SALE OF THE INVESTMENTS OF RPGLS TO INVESTMENT CO

### 4. SALE OF THE INVESTMENTS

- 4.1 With effect from the Appointed Date 1, the Investments shall, pursuant to the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be deemed to be sold to the Investment Co on a slump sale basis, as a going concern, so that the Investment Co will possess all the rights, title and interest of RPGLS therein, subject to subsisting encumbrances, if any.

After the Effective Date, the Investments would be transferred to the Investment Co and the same would be deemed to have been sold on the Appointed Date 1.

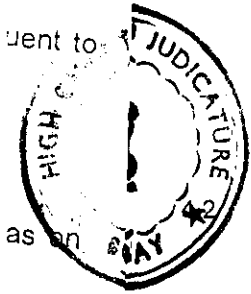
### 5. CONSIDERATION

- 5.1 The Consideration, for the sale of the Investments referred to in Clause 4, would be Rs 53 Crores.
- 5.2 The Consideration would be discharged by the Investment Co by issuing and allotting to RPGLS 99,50,000 fully paid up equity shares of Rs. 10 each of the Investment Co (hereinafter referred to as 'New Equity Shares of Investment Co') at an aggregate premium of Rs.43.05 Crores. As a result of this share issue, the Investment Co would become a subsidiary of RPGLS.
- 5.3 The New Equity Shares of Investment Co to be issued to RPGLS shall be subject to the Memorandum and Articles of Association of the Investment Co.
- 5.4 Investment Co shall, to the extent required, have appropriate Authorised Share Capital in order to issue New Equity Shares of Investment Co under this Scheme.

### 6. ACCOUNTING TREATMENT

#### In the books of Investment Co

On the Scheme becoming effective, Investment Co shall account for the Scheme and its effect in its books of accounts with effect from the Appointed Date 1 as under:



- 6.1 Investment Co shall credit to its Share Capital Account in its books of accounts the aggregate face value of the New Equity Shares of Investment Co issued by it and shall credit to its Share Premium Account, the aggregate of the share premium at which the shares are issued as consideration for the acquisition of the Investments.
- 6.2 Investment Co shall record all the assets and liabilities of the Investments at their fair values.
- 6.3 The balance amount, if any, would be recorded as goodwill or capital reserves, as the case may be.

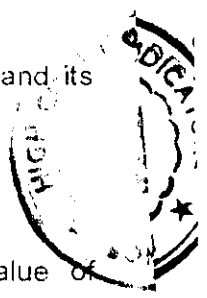
In the books of RPGLS

On the Scheme becoming effective, RPGLS shall account for the Scheme and its effect in its books of accounts with effect from the Appointed Date 1 as under:

- 6.4 The difference between the net book value of Investments and the value of consideration received as per Clause 5 above, shall be credited/ debited by RPGLS to the Profit and Loss account as "Profit/ Loss on sale of Investments", as the case may be.

**7. TRANSACTIONS BETWEEN THE APPOINTED DATE 1 AND THE EFFECTIVE DATE**

- 7.1 With effect from Appointed Date 1 and upto the Effective Date:
- (a) RPGLS shall hold and deemed to have held its Investments and shall stand possessed of all Investments as defined in Clause 1.9, in trust and on account for Investment Co.
- (b) With effect from the Appointed Date 1, all the moveable assets including cash in hand of RPGLS pertaining or relatable to the Investments, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to Investment Co to the end and intent that the



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In respect of movables other than those specified in sub-clause (b) above, including outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, the following modus operandi shall, to the extent possible, be followed:

RPGLS shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the High Court of Judicature at Bombay having sanctioned the arrangement between RPGLS, Operating Co, Investment Co and instant and their respective shareholders under Sections 391 to 394 of the Act, the said debt, loan, advance or deposit be paid to or made good to or held on account of Investment Co and that the right of RPGLS to recover or realise the same stands extinguished.

- d) Any income or profit accruing or arising to RPGLS in relation to the Investments and all costs, charges, expenses and losses incurred by RPGLS in relation to the Investments shall for all purposes be treated as the income, profits, costs, charges, expenses and losses, as the case may be, of Investment Co.
- (e) RPGLS shall not utilize the profits or income, if any, relating to the Investments for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Date 1, without the prior written consent of Investment Co.
- (f) As and from the Appointed Date 1 and till the Effective Date, RPGLS shall not alienate, charge, mortgage, encumber or otherwise deal with the assets of the Investments or any part thereof without the prior written concurrence of the Board of Directors of Investment Co.

## 8. LEGAL PROCEEDINGS

8.1 All legal proceedings of whatsoever nature by or against RPGLS pending and/ or arising at the Appointed Date 1 and upto the Effective Date and relating to the Investments of RPGLS shall as and from the Effective Date be continued and enforced by or against Investment Co in the manner and to the same extent as would or might have been continued and enforced by or against RPGLS.

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8.2 After the Effective Date, if any proceedings are taken against RPGLS in respect of the matters referred to in the sub-clause 8.1 above, it shall defend the same at the cost of Investment Co and Investment Co shall reimburse and indemnify RPGLS, its directors and officers against all liabilities, costs and expenses incurred or suffered by RPGLS, its directors and officers in respect thereof.

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8.3 Investment Co undertakes to have all legal or other proceedings initiated by or against RPGLS transferred into its name and to have the same continued, prosecuted and enforced by or against itself to the exclusion of RPGLS.



#### PART C - MERGER OF INSTANT INTO INVESTMENT CO

#### 9. MERGER OF INSTANT

9.1 With effect from the Appointed Date 1 and upon the Scheme becoming effective, the entire business and undertaking of Instant including all its assets, liabilities, investments, loans and advances of whatsoever nature shall under the provisions of Sections 391 and 394 of the Act and pursuant to the orders of the Bombay High Court sanctioning this Scheme and without any further act or deed be transferred and/or deemed to be transferred to and vested in Investment Co so as to become the properties of Investment Co subject to subsisting charges, encumbrances, etc.

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9.2 With effect from the Appointed Date 1, all debts, liabilities, duties, obligations, rights and privileges of Instant shall pursuant to the Orders of the Bombay High Court under Section 394 and other applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be

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assumed by Investment Co so as to become as from the Appointed Date 1 the debts, liabilities, duties, obligations, rights and privileges of Investment Co on the same terms and conditions as were applicable to Instant.

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It is clarified that all debts, liabilities, duties and obligations of Instant as on the Appointed Date 1 whether provided for or not in the books of accounts of Instant and all other liabilities which may accrue or arise after the Appointed Date 1 but which relate to the period on or upto the day of the Appointed Date 1 shall be the debts, liabilities, duties and obligations of Investment Co.

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#### CONSIDERATION



Pursuant to the transfer of Investments to Investment Co, Instant, which is a wholly owned subsidiary of RPGLS, would become a wholly owned subsidiary of Investment Co. Accordingly, pursuant to the merger of Instant with Investment Co, no shares of Investment Co shall be issued.

#### 11. ACCOUNTING TREATMENT IN THE BOOKS OF INVESTMENT CO

On the Scheme becoming effective, Investment Co shall account for the merger in its books of accounts with effect from the Appointed Date 1 as under:-

- i) Investment Co shall record all the assets and liabilities of Instant pursuant to this Scheme, at their respective fair values.
- ii) The Investments and loans and advances to Instant, appearing in the books of accounts of Investment Co will stand cancelled.
- iii) The difference, being the excess between the net assets i.e. assets less liabilities of Instant recorded by Investment Co as per (i) above, as adjusted by the book value of the Investments in Instant appearing in the books of Investment Co, would be credited to General Reserve Account. In case of there being a shortfall, the same shall be debited to Goodwill Account.

12. **DISSOLUTION OF INSTANT**

On the Scheme becoming effective, Instant shall be dissolved without being wound up.

**PART D – SALE OF THE PHARMACEUTICALS BUSINESS OF RPGLS TO OPERATING CO AND REORGANISATION OF CAPITAL OF OPERATING CO**

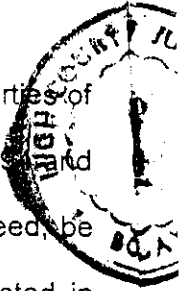
13. **SALE OF PHARMACEUTICALS BUSINESS**

The Pharmaceuticals Business of RPGLS, as defined in Clause 1.15 shall be sold on a 'Slump Sale' basis to Operating Co, as a going concern and in the following manner:

- 13.1 With effect from the Appointed Date 2, the whole of the undertaking and properties of the Pharmaceuticals Business shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and / or deemed to be transferred to and vested in Operating Co so as to vest in Operating Co all the rights, title and interest of RPGLS therein.

Any reference in any security documents or arrangements relating to loans taken or debentures issued by RPGLS and reference to the assets and other property of RPGLS which it had/has offered or agreed to offer as security to the secured creditors and the debenture trustee(s) of RPGLS shall be construed as reference only to the assets and property pertaining to the Pharmaceuticals Business as are vested in Operating Co by virtue of this Scheme.

Provided that the Scheme shall not operate to enlarge or extend the security for any loan, debentures issued by RPGLS, deposit or facility availed by RPGLS in connection with the Pharmaceuticals Business and Operating Co shall not be obliged



to create any further or additional security thereof or otherwise unless specifically agreed to by Operating Co with the secured creditors or the debenture trustee(s).

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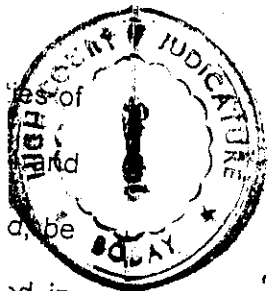
13.2 For all immovable properties, the mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof in favour of the Operating Co.

13.3 All the moveable assets including cash in hand and any intangible assets of RPGLS pertaining or relatable to the Pharmaceuticals Business capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to Operating Co to the end and intent that the property therein passes to Operating Co on such delivery or endorsement and delivery. The Operating Co shall file, if required, applications, forms and petitions with appropriate authority for transfer of all IPRs in its name.

13.4 In respect of movables other than those specified in sub-clause 13.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi shall to the extent possible be followed:

RPGLS shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the High Court of Judicature at Bombay having sanctioned the arrangement between RPGLS, Operating Co, Investment Co, Instant and their respective shareholders under Sections 391 to 394 of the Act, the said debt, loan, advance or deposit be paid to or made good to or held on account of Operating Co and that the right of RPGLS to recover or realise the same stands extinguished.

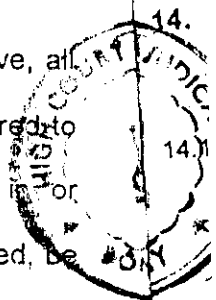
13.5 With effect from the Appointed Date 2, all debts, liabilities (whether provided in the books of RPGLS or not and also including, without limitation, liabilities that exist or may hereinafter arise relating to any other businesses that RPGLS was earlier



engaged in), contingent liabilities, duties and obligations of every kind, nature and description of RPGLS relating to the Pharmaceuticals Business including secured and unsecured loans and the current liabilities shall also, under the provisions of Sections 391 and 394 of the Act, without any further act or deed, be transferred to and / or deemed to be transferred to Operating Co so as to become as from the Appointed Date 2, the debts, liabilities, contingent liabilities, duties and obligations of Operating Co and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

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13.6 With effect from the Appointed Date 2 and upon the Scheme becoming effective, all statutory licences, permissions or approvals or consents held by RPGLS required to carry on operations of the Pharmaceuticals Business shall stand vested in or transferred to Operating Co without any further act or deed, and shall, if required, be appropriately mutated by the statutory authorities concerned therewith in favour of Operating Co. All statutory and regulatory permissions, factory licences, environmental approvals and consents including the statutory or regulatory licences, permissions, approvals, consents or registrations required to carry on the operations of the Pharmaceuticals Business shall be vested in and stand transferred to Operating Co pursuant to the Scheme.



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13.7 Each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, incentives, concessions, entitlements and other authorizations relating to the Pharmaceuticals Business, shall stand transferred upon the Scheme becoming effective to Operating Co. Operating Co shall file the relevant intimations, if any, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning Court.

13.8 The transfer and vesting as aforesaid shall be subject to subsisting charges, if any, in respect of any assets forming part of the Pharmaceuticals Business.

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13.9 Operating Co shall be entitled to the benefit of all pre-qualification, track-record, experience, goodwill and all other rights, claims and powers of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favour of or enjoyed by RPGLS in connection with or pertaining or relating to the Pharmaceuticals Business for all intents and purposes and specifically including but not limited to the track-record and experience of having undertaken, performed and/or executed the manufacture and sale of bulk drugs, drugs intermediates, pharmaceutical formulations and other pharmaceutical preparations from its respective commencement date.

#### 14. CONSIDERATION

The Pharmaceuticals Business of RPGLS shall be sold for a net consideration of Rs 46 Crores.

14.2 The consideration, as quantified above, would be discharged by Operating Co in the following manner:

(a) Operating Co shall issue and allot, without any further act and deed, equity shares of Rs 11,49,50,800 representing 1,43,68,850 Equity Shares of Rs. 8 each fully paid-up at an aggregate premium to Rs 34,50,49,200 (hereinafter referred to as 'New Equity Shares of Operating Co').

(b) However, the New Equity Shares of Operating Co issued by Operating Co shall without any further act and deed, be issued and allotted directly to the members of RPGLS holding fully paid-up equity shares in RPGLS and whose names appear in the Register of Members and on the records of depositories on the Record Date or to such of their heirs, executors, administrators or other legal representatives or other successors in the title as may be recognized by the Board of Directors of RPGLS, in the following manner viz:

"1 Equity Share of Face value of Rs. 8 fully paid-up of Operating Co shall be issued for every 1 Equity Share of face value of Rs 10 each held in RPGLS".

(c) The New Equity Shares of Operating Co to be issued by Operating Co shall, subject to the execution of the listing agreement and payment of the appropriate fee, be listed on the Bombay Stock Exchange Limited, the National Stock Exchange of India Limited and the Calcutta Stock Exchange Association Limited, in pursuance of Clause 8.3.5.1 of the SEBI (Disclosure & Investor Protection) Guidelines, 2000.

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14.3 The New Equity Shares of Operating Co will be issued in dematerialised form to those equity shareholders who hold the equity shares of RPGLS in dematerialised form, provided all details relating to the account with the depository participant are available with RPGLS. All those equity shareholders who hold equity shares of RPGLS in physical form will be issued New Equity Shares of Operating Co in the physical form. The New Equity Shares of Operating Co allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

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14.4 The New Equity Shares of Operating Co issued to the members of RPGLS shall be subject to the Memorandum and Articles of Association of the Operating Co.

14.5 Operating Co shall, to the extent required, have appropriate Authorized Share Capital in order to issue New Equity Shares of Operating Co under this Scheme.

14.6 Operating Co shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of New Equity Shares of Operating Co to the members of RPGLS under the Scheme.

## 15. ACCOUNTING TREATMENT

### In the books of Operating Co

On the Scheme becoming effective, Operating Co shall account for the Scheme and its effect in its books of accounts with effect from the Appointed Date 2 as under:

15.1 Operating Co shall credit to its Share Capital Account in its books of accounts the aggregate face value of the New Equity Shares of Operating Co issued by it and shall credit to its Share Premium Account, the aggregate of the share premium at which the shares are issued as consideration for the acquisition of the Pharmaceuticals Business.

15.2 Operating Co shall record the liabilities of the Pharmaceuticals Business at their fair values as on the Appointed Date 2.

15.3 The aggregate of the value of New Equity Shares of Operating Co allotted including the amount of premium, being the cost of acquisition to Operating Co of the Pharmaceuticals Business, will be apportioned as set out herein to the various assets and liabilities of the Pharmaceuticals Business:

15.3.1 As far as the Fixed assets and the intrinsic assets including IPRs of the Pharmaceuticals Business are concerned, the apportionment would be made on the basis of the respective fair values thereof as on Appointed Date 2, as certified by a valuer appointed by Operating Co.

15.3.2 As far as the other assets of Pharmaceuticals Business are concerned, the apportionment will be on the basis of their realizable values.

15.3.3 The balance amount, if any, would be recorded as goodwill or capital reserve, as the case may be.

15.4 The IPRs acquired by the Operating Co shall be amortised by Operating Co over 20 year period being its estimated useful life.

15.5 The credit arising upon cancellation of Existing Equity Shares, as per clause 17, shall be transferred to Capital Reserve Account.

In the books of RPGLS

On the Scheme becoming effective, RPGLS shall account for the Scheme and its effect in its books of accounts with effect from the Appointed Date 2 as under:

15.6 The difference between the net book value of assets and liabilities and the value of consideration as per clause 14.2, shall be credited/ debited by RPGLS to the Profit and Loss Account as "Profit/Loss on sale of Pharmaceuticals Business", as the case may be.

15.7 Upon the Scheme becoming effective, debit balance, if any, in Profit and Loss Account shall be adjusted against the Share Premium Account in the books of RPGLS. The application and reduction of the Share Premium Account, as above, shall be effected as an integral part of the Scheme without having to follow the process under Section 78 and Sections 100, 102 and 103 of the Act separately and the order of the Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act confirming the reduction. The reduction would not involve either diminution of liability in respect of unpaid share capital or payment of paid up share capital and provisions of section 101 of the Act will not be applicable.

15.8 In the event, the warrant holder exercise their entitlements to equity shares, RPGLS shall credit as on the Appointed Date 2, the balance amount payable by warrant holder (on exercise of option) to the account of Operating Co.

## 16. UTILIZATION OF SHARE PREMIUM ACCOUNT

16.1 Upon the Scheme coming into effect and with effect from the Appointed Date 2, out of the balance in Share Premium Account in the books of accounts of Operating Co, a sum of Rs 3.5 Crores shall be earmarked and set aside in 'Contingency Reserve Account'. All expenses, as and when incurred, in connection to this Scheme as contemplated under Clause 30 of this Scheme, and as determined by the Board of Directors of Operating Co, shall be debited to the Contingency Reserve Account created for this purpose. Balance remaining, if any, after debiting the expenses (as mentioned above) shall be credited to General Reserve Account.

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16.2 The application and reduction of the Share Premium Account, as mentioned herein, shall be effected as an integral part of the Scheme without having to follow the process under Section 78 and Sections 100, 102 and 103 of the Act separately and the order of the Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act confirming the reduction.

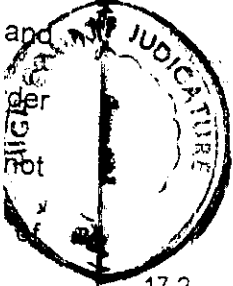
17. **CANCELLATION OF SHARES HELD BY THE SUBSCRIBERS TO MEMORANDUM**

17.1 Upon the scheme being effective, issued, subscribed and paid-up Equity Share Capital of Rs. 5,00,000 divided into 50,000 equity shares of Rs. 10 each ("Existing Equity Shares") held by the existing shareholders of the Operating Co shall, without any application or deed, stand cancelled without any payments to the holders of such Equity Shares.

17.2 The cancellation of the Existing Equity Shares as mentioned above shall be effected as an integral part of this Scheme without having to follow the process under Section 100 to 103 of the Act separately and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the Act will not be applicable.

18. **ISSUE OF EQUITY SHARES AGAINST WARRANTS AND ITS ACCOUNTING IN THE BOOKS OF ACCOUNTS OF OPERATING CO.**

18.1 RPGLS has 6,00,000 warrants outstanding that entitle the warrant holder to equity shares of the company at a price of Rs 158 per share against each warrant. The last date for conversion of such warrants is September 30, 2007. In the event the warrant holder exercise its rights for conversion of the warrants into equity shares, they would be entitled to the equity shares in Operating Co in the ratio provided in the clause 14.2.

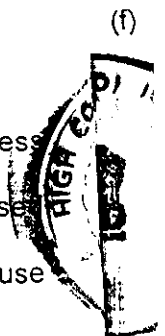


- 18.2 Accordingly, upon the Scheme becoming effective and with effect from the Appointed Date 2, the Operating Co shall credit to its Share Capital Account in its books of accounts the aggregate face value of shares issued in pursuance of clause 18.1 above.
- 18.3 The amounts receivable, if any, from RPGLS as provided in clause 15.8 as reduced by the face value of equity shares of Operating Co (as mentioned hereinabove) shall (e) be credited to Share Premium Account.

19. **TRANSACTIONS BETWEEN THE APPOINTED DATE 2 AND THE EFFECTIVE DATE**

19.1 With effect from Appointed Date 2 and upto the Effective Date:

- (a) RPGLS shall carry on or be deemed to have carried on its Pharmaceuticals Business and activities in relation to the Pharmaceuticals Business and shall stand possessed of all assets and properties of the Pharmaceuticals Business as defined in Clause 1.15, in trust and on account for Operating Co.
- (b) Any income or profit accruing or arising to RPGLS in relation to the Pharmaceuticals Business and all costs, charges, expenses, debts, liabilities, losses and obligations, incurred, suffered or contracted by RPGLS in relation to the Pharmaceuticals Business shall for all purposes be treated as the income, profits, costs, charges, expenses, debts, liabilities, losses and obligations, as the case may be, of Operating Co.
- (c) RPGLS shall be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Governments and all other agencies, departments and authorities concerned as may be necessary under any law for consents, approvals and sanctions which it may require to carry on the Pharmaceuticals Business.
- (d) RPGLS shall not utilize the profits or income, if any, relating to the Pharmaceuticals Business for the purpose of declaring or paying any dividend in respect of the period



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falling on and after the Appointed Date 2, without the prior written consent of Operating Co.

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(e) RPGLS shall not without the prior written consent of the Board of Directors of Operating Co, except those arising out of any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of its undertaking relating to Pharmaceuticals Business or any part thereof, except in the ordinary course of its Pharmaceuticals Business.

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(f) With effect from the date of filing of this Scheme with the High Court of Judicature at Bombay and up to and including the Effective Date, RPGLS and Operating Co shall not make any change in their respective capital structure, except as mentioned in Clause 14, 17, 18 and 21, either by any increase (by issue of equity shares on a rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision, consolidation, re-organisation or in any other manner except by mutual consent of the respective Boards of Directors of the RPGLS and Operating Co or unless any such change in the capital structure has commenced prior to the filing of this Scheme or unless the same is in accordance with the provisions of this Scheme.

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With effect from the Effective Date, Operating Co shall assume and carry on and shall be authorized to carry on the Pharmaceuticals Business of RPGLS.

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20. **LEGAL PROCEEDINGS**

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20.1 All legal proceedings of whatsoever nature by or against RPGLS pending and/or arising at the Appointed Date 2 and those arising upto Effective Date and relating to the Pharmaceuticals Business of RPGLS, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall as and from the Effective Date be continued and enforced by or against Operating Co in the manner and to the same extent as would or might have been continued and enforced by or against RPGLS.

20.2 After the Effective Date, if any proceedings are taken against RPGLS, it shall defend the same at the cost of Operating Co and Operating Co shall reimburse and indemnify RPGLS, its directors and officers against all liabilities, costs and expenses, incurred or suffered by RPGLS, its directors and officers in respect thereof.

20.3 Operating Co undertakes to have all legal or other proceedings initiated by or against RPGLS transferred into its name and to have the same continued, prosecuted and enforced by or against Operating Co to the exclusion of RPGLS.

## 21. EMPLOYEES AND STOCK OPTIONS

21.1 On the Scheme becoming operative, all staff, workmen and employees of RPGLS in relation to the Pharmaceuticals Business in service on the Effective Date shall be deemed to have become staff, workmen and employees of Operating Co without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Operating Co shall not be less favorable than those applicable to them with reference to RPGLS on the Effective Date.

21.2 On the Scheme becoming effective, Operating Co shall grant stock options in lieu of the stock options granted by RPGLS under its '2005 Employee Stock Option Plan' to its employees and managing director, in a manner that the total value of the options so granted by Operating Co. is not lower than the value of options granted by RPGLS. The Compensation Committee of Operating Co shall adopt '2005 Employee Stock Option Plan' in its existing form with modifications that keep vesting period and life of options granted by RPGLS unaltered and permit issue of equity shares against vested options that have remained unexercised as on the Appointed Date 2. Upon the Scheme becoming effective, '2005 Employee Stock option Plan' shall be deemed to have been discontinued in RPGLS. However, between the Appointed Date 2 and Effective Date, RPGLS shall be entitled to issue equity shares against exercise of any vested option.

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enses, 13 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of RPGLS shall become the trusts/funds of Operating Co for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of RPGLS in relation to such Fund or Funds shall become those of Operating Co. It is clarified that the services of the staff, workmen and employees of RPGLS will be treated as having been continuous  
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22. **CONTRACTS, DEEDS, ETC.**

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature relating to the Pharmaceuticals Business and to which RPGLS is party and subsisting or having effect on the Effective Date, shall stand transferred to and vested in Operating Co and shall be in full force and effect against or in favour of Operating Co, as the case may be, and may be enforced by or against Operating Co as fully and effectually as if, instead of RPGLS, Operating Co had been a party thereto. Operating Co shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which RPGLS will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Operating Co shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of RPGLS and to implement or carry out all formalities required on the part of RPGLS to give effect to the provisions of this Scheme.

23. **SAVING OF CONCLUDED TRANSACTIONS**

The transfer of properties and liabilities and the continuance of proceedings by or against Operating Co shall not affect any transaction or proceedings already

concluded by RPGLS on or after the Appointed Date 2 till the Effective Date, to the end and intent that Operating Co accepts and adopts all acts, deeds and things done and executed by RPGLS in respect thereto as done and executed on behalf of itself.

**24. RESIDUAL ACTIVITY**

The Residual Activity shall continue to belong to and be vested in and be managed by RPGLS.

**PART E - GENERAL TERMS AND CONDITIONS**

**25. CHANGE OF NAME**

With effect from the Appointed Date 2, the name of Operating Co shall be changed to "RPG Life Sciences Limited" or such other name as may be approved by the Registrar of Companies and the name of RPGLS shall be changed to "Brabourne Enterprises Limited" or such other name as may be approved by the Registrar of Companies.

**26. APPLICATION TO THE HIGH COURT**

RPGLS, Operating Co, Investment Co and Instant shall make applications/ petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for holding / dispensing with the meeting of the shareholders/ creditors of the Companies and for sanction of this Scheme under the provisions of Act.

**27. MODIFICATION / AMENDMENT TO THE SCHEME**

27.1 On behalf of RPGLS, Operating Co, Investment Co and Instant, the Board of Directors of respective companies, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the High Court may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors)

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and solve all difficulties or questions that may arise in carrying out the Scheme and do all acts, deeds and things necessary for bringing the Scheme into effect.

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For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of RPGLS, Operating Co, Investment Co and Instant be and are hereby authorised to give such directions and to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter connected therewith.

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#### CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- (a) The Scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of RPGLS, Operating Co, Investment Co and Instant as may be directed by the High Court.
- (b) The sanction of Scheme by the High Court of judicature at Bombay under Sections 391 to 394 read with Sections 100 to 103 of the Act in favour of RPGLS, Operating Co, Investment Co, and Instant under the said provisions and to the necessary Order under Section 394 of the Act being obtained.
- (c) The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

28.2 The certified copy of the Order of the High Court sanctioning the Scheme shall be filed with the Registrar of Companies, Maharashtra by RPGLS, Operating Co, Investment Co and Instant within a specified time as may be applicable.

#### 29. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

In case the Scheme is not sanctioned by the High Court of Judicature at Bombay or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme not being obtained or complied or for any other reason the Scheme can not be implemented by such date as may be agreed by the respective Board of Directors of RPGLS, Operating Co, Investment Co and Instant, the Scheme shall become null and void, and in that event no rights and liabilities and obligations whatsoever shall accrue to or be incurred by or be incurred inter se by any of the companies or their shareholders or creditors or employees or any other person. In such a case, each company shall bear its own cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

30. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any arising out of or incurred in carrying out and implementing this Scheme and matters incidental shall be borne by Operating Co.

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Certified to be TRUE COPY  
For RAJESH SHAH & CO.

*Rajesh Shah*  
Advocate for the Petitioner/Applicant

TRUE-COPY

*M. D. Narvekar*  
M. D. NARVEKAR  
COMPTROLLER  
HIGH COURT  
BOMBAY

*30/01/08*

HIGH COURT

