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**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
BANNARIAMMAN SUGARS LIMITED**

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**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

ROC Coimbatore

No.7, Phase II, Coimbatore, 1st Floor, Avinashi Road, Civil Aerodrome Post, Tamil Nadu, 641014, India

Corporate Identity Number : L15421TZ1983PLC001358 / L15421TZ1983PLC001358

**SECTION 13(1) OF THE COMPANIES ACT, 2013**

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The shareholder of M/s BANNARI AMMAN SUGARS LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 04/09/2023 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Coimbatore this TWENTY FIRST day of SEPTEMBER TWO THOUSAND TWENTY THREE

Brijesh Kain

Assistant Registrar of Companies / Deputy Registrar of Companies / Registrar of Companies

Registrar of Companies

ROC Coimbatore

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

**BANNARI AMMAN SUGARS LIMITED**

**1212,TRICHY ROAD, COIMBATORE,NA,COIMBATORE, Tamil Nadu,641018,India,NA,COIMBATORE-641018,Tamil Nadu,India**



Form I. R.



## CERTIFICATE OF INCORPORATION

No. 10495 of 1983

*I hereby Certify that BANNARIAMMAN SUGARS 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 MADRAS*

*this  $\frac{\text{First}}{\text{Tenth}}$  day of  $\frac{\text{December}}{\text{Agrahayana}}$*

*One thousand nine hundred and eighty three  
One thousand nine hundred and five (Saka)*



*(Sd.) B. Bhavani Sankar*  
Registrar of Companies  
TAMIL NADU

(True Copy)



## Certificate for Commencement of Business

*Pursuant of section 149 (3) of the Companies Act, 1956*

I hereby Certify that the **BANNARIAMMAN SUGARS LIMITED** which was incorporated under the Companies Act, 1956 on the **First** day of **December** 1983 and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 149 (1) (a) to (d)/149 (2) (a) to (c) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at **MADRAS**

this Twenty Second day of December  
First Pausa

One thousand nine hundred and eighty three  
One thousand nine hundred and five (Saka)



(Sd.) *C. Achuthan*

Addl. Registrar of Companies  
TAMIL NADU

(True Copy)

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**BANNARIAMMAN SUGARS LIMITED**

- I. The name of the Company is "**BANNARIAMMAN SUGARS LIMITED**".
- II. The Registered Office of the Company will be situated in the State of Tamil Nadu.
- III. (A) The Main objects to be pursued by the Company on its incorporation are:**
1. To carry on the business of manufacture of sugar and its by-products in all its branches.
  2. To plant, purchase, produce, manufacture, process, prepare and generally trade and deal in sugarcane, sugar beat, sugar, sugar candy, jaggery, confectionery syrups, aerated waters, essences, molasses, alcohol, bagasse, molasses based products, alcohol based products and bagasse based products of all kinds.
  3. To plant, cultivate, manufacture, produce, process, prepare, buy, sell and deal in soya-beans, soyamilk, soyamilk products and preparations, soyabean-based foods including spray dried milk, powders, cheese, curd, ice-cream, baby foods, protein foods and other preparation of soya-cereals and lentils including flour and dal, soya snack, foods, soya sweets, soya cookies, and confectioneries including biscuits, breads, cakes, pastries, nuts, toffees and chocolates and soya beverages and other products and preparations of every kind, nature and description.
  4. To manufacture, sell and deal in all kinds of papers, boards and newsprint.
  - \* 5. To manufacture, produce, process, formulate, mix or prepare, purchase, sale, hold, distribute, transfer or otherwise trade, deal in and deal with, import and export of any or all classes and kinds of fertilizers including organic and inorganic fertilizers, Bio fertilizers, Bio fungicides, Bio Insecticides, Bio Nematicides, Decomposing cultures, organic manures, seaward products, micro nutrient mixures, agricultural chemicals, their mixures and formulations and derivatives and compounds thereof including but not limited to water soluble fertilizers and other allied items.
  - \* 6. To carry on the business of mining, quarrying, grinding, excavating, and take from pits, sand, gravel, stone, gypsum or paving materials and to own, acquire or take on lease areas of land mining bases, licenses or rights in or over land, to wash and screen the sand gravel and/or to produce, manufacture, process, imports, exports, buy, sell or otherwise deal in all types of minerals and sands including manufactured sand (M-Sand), Plastering Sand (P-Sand) and artificial sand etc.,
- (B) The objects incidental or ancillary to the attainment of the above main objects are:**
1. To pay all the costs, charges and expenses of the promotion, formation, registration and establishment of the Company and the issue of its capital including any underwriting or other commission, brokers' fees and charges in connection therewith and to remunerate (by cash or other assets or by the allotment of fully or partly paid shares or debentures or by a call or option on shares, debentures or securities of this Company or any other company or in any other manner, whether out of the Company's capital or profits or otherwise) any person, firm or

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\* Inserted by Special Resolutions passed at the Annual General Meeting held on 04.09.2023

company for services rendered or to be rendered in procuring any property or business to the Company or in placing or guaranteeing the subscription of shares, debentures or other securities of the Company or in or about the formation or promotion of the Company or for any other reason which the Company may think proper.

2. To acquire, by purchase, grant, concession, lease or otherwise any lands, plantations, forests, timber, bamboo forests and woods of all kinds whether standing or otherwise, lumbering rights and privileges over lands situate in India or elsewhere and to raise, cultivate, produce crops, plantations, fruits, vegetables and all types of agricultural produce and to cut, sell prepare for market, and deal in all kinds and products of any such forests, timber and woods, lands and plantations.
3. To give, let out, lease or exchange any of the lands of the Company to cultivators for tilling and cultivating and/or for growing crops and/or vegetables, fruits and all other types of agricultural produce.
4. To enter into contracts with cultivators for acquiring by purchase, barter, grant, exchange or otherwise the crops and other produce grown or cultivated by them.
5. To erect, construct, work, maintain, improve, alter, rebuild or repair any of the lands, sugar mills, plants, machineries, buildings, motors and other assets belonging to the Company.
6. To purchase, take on lease, construct or otherwise acquire any lands, houses, offices, workshops, buildings and premises and any fixed and movable machinery, tools, engines, boilers, plants, implements, and patterns, properties, convenient to be used in or about the trade or business or for the use of the Company.
7. To make, draw, accept, endorse, execute, discount or negotiate and issue, cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts and other negotiable or transferable instruments.
8. To open account or accounts with any individual, firm or company or with any Bank and to pay into, withdraw money from such account or accounts.
9. To borrow, raise moneys, obtain guarantees or to receive moneys on deposits with or without interest by the issue of bonds, debentures convertible or otherwise and to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital or otherwise to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property (except uncalled capital) and other powers as may be deemed expedient; and to purchase, redeem or payoff any such securities.
10. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bond, debentures, contracts, mortgage, charges, obligations, instruments, and securities of any company or any authority, municipal, local or otherwise, or of any person whomsoever, whether incorporated or not and generally to guarantee or become sureties for the performance of any contracts or obligations.
11. To lend money on mortgage of immovable property or on the hypothecation or pledge of movable property or without security to such person and on such terms as may seem expedient.
12. To invest and deal with the moneys of the Company in any investments, movable or immovable, in such manner as may from time to time seem expedient.

13. To issue or subscribe for capital, shares, debentures or other securities, and to take, hold and deal in shares, debentures and securities of any Company.
14. To appoint and remunerate experts, scientists, engineers, mechanics, managers, accountants, lawyers, professors, teachers, contractors, brokers, canvassers, agents, artisans, workmen and other persons and to establish and maintain factories, agencies, branches and offices in the Indian Union or in any States in India or elsewhere for the purpose of achieving all or any of the objects of the Company and / or to discontinue the same.
15. To construct, improve, maintain, develop, work, manage, carry out, rebuild or repair, control, any roadways, sidings, bridges, reservoirs, watercourses, wharves, manufacturies, warehouse, godowns, storage facilities, tanks and other works, and conveniences which may directly or indirectly advance the Company's interests and to contribute, subsidise or otherwise assist or take part in any of these activities.
16. To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the properties, rights and concessions of the Company.
17. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to any of the objects or businesses herein mentioned and to undertake, sub-contract, execute, carry out, dispose off or otherwise turn to account the same.
18. To enter into any contract, agreement, arrangement or other dealings in the nature of technical collaboration or otherwise for the conduct of the business of the Company or any part thereof.
19. To establish and maintain agencies or branches for sales, purchases and distribution of its products or for any purpose or business of the Company, regulate their working and also discontinue the same and to take all steps for registering the Company in any country as may be required.
20. To adopt such means of making known any products of the Company, as may seem expedient and in particular advertising in the press, radio, television, video or any other media, by circulars, by publication of books, magazines or periodicals and by granting prizes and rewards.
21. To carry on the business of transporting the raw materials, products, materials and things which the Company is authorised to purchase, produce, manufacture, sell or deal in.
22. To enter into partnership or into any arrangements for sharing or pooling of profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise or amalgamate with any person, firm, authority, corporation, body corporate or Company or any business undertaking or transaction which may seem capable of being carried on or conducted so as to directly or indirectly benefit this Company and to lend money or guarantee the contracts of such other person, firm, authority, corporation, body corporate, company and to hold, sell, re-issue their shares.
23. To pay for any properties, rights, or privileges, acquired by the Company either in shares, debentures of the Company or in cash or otherwise.
24. To take part in ,management, supervision or control of the business or operation of any Company or undertaking.

25. To obtain from any Government, State, Authority, Individual, Firm or Corporation any licences, concessions, water rights, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account.
26. To obtain any order under any Act of Legislature or Parliament, for enabling the Company to obtain any powers and authorities necessary or expedient to carry out or extend any of the objects of the Company or for any other purposes which may seem expedient and to oppose any proceedings or applications which may directly or indirectly prejudice the Company's interest.
27. To purchase, develop, invent, acquire, protect, and use whether in India or elsewhere, any patents, patent rights, licences, privileges, protections and concessions which may appear likely to be advantageous or useful to the Company and to grant licences or privileges in respect of the same and to manufacture and produce and trade and deal in all machinery, plant, articles, appliances and things capable of being manufactured, produced, or traded in by virtue of or in connection with any such inventions, processes, letters, patent, licences, concessions, rights or privileges as aforesaid.
28. To carry on research and development and to deal in any new process, discovery, invention, process or formula, in cane growing, gardening, hydroponics, soil processes, manuring and chemicals and fertilisers for the more efficient carrying on of the business of the Company in all its branches.
29. To establish, provide, maintain, conduct, endow, subsidise or become members of research laboratories and experimental workshops or scientific and technical research and experiments and to undertake and carry on all scientific and technical research, experiments and tests and to promote studies, research investigation and inventions by providing, subsidising or endowing libraries, lectures, meetings and conferences and by providing for exhibitions, scholarships, prizes and grants to students or scholars and generally to encourage, promote and reward studies, research, investigation, experiment, tests and inventions of any kind that may be considered likely to assist any of the businesses which the Company is authorised to carry on.
30. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other fund for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever, conducive to the interest of the company.
31. To provide for the welfare of the employees or ex-employees, Directors or ex-Directors of the Company and the wives, families, dependants or connections of such persons by building or contributing to the building of houses, colonies, settlements, dwelling or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing, contributing to provident and other associations, institutions, fund or trusts and by providing or subscribing or contributing towards places of instructions and recreations, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, or other institutions or objects, which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise, and to support and subscribe for or contribute to any funds of any trade, commerce or industry provided such contribution is likely to lead to the advantage and furtherance of the business carried on by this Company.



32. To appropriate, use or layout lands belonging to the Company for streets, parks, pleasure grounds, allotments, and other convenience and to present any such lands so laid out to the Government, public or to any persons or company conditionally or unconditionally as the Company thinks fit.
33. To dedicate, present, or otherwise dispose off for value or otherwise any property of the Company to any national trust, public body, museum, corporation or authority.
34. To undertake and execute any trust as may seem desirable, either gratuitously or otherwise.
35. To sell, let, exchange or otherwise deal with the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company and if thought fit to distribute the same among the shareholders of this Company.
36. To distribute any of the properties of the Company amongst the members in specie or cash either on reduction of capital or on liquidation of the Company as required by law.
37. To take over any company / companies on amalgamation and to amalgamate with any company or companies having objects altogether or in part similar to those of this Company.

III (C) The other objects not included in (A) and (B) are:

1. To produce, manufacture, process, import, export and otherwise deal in soft drinks, liquors, wines, beer, food products, bio-chemical products, protein products, animal feeds, carbondioxide, vinegar, glycerine, yeast and ether.
2. To grow, raise, produce, manufacture, and deal in all kinds and varieties of hybrid seeds, edible oil, cattle feed, vanaspathi, vegetable ghee, soaps, grease, corn flakes, glucose, fructose, defatted groundnut cake, fuel pellets from agricultural wastes, turmeric concentrates and flavouring agents.
3. To produce, purchase and sell fertilizers, manures, chemicals, salts, carbonates, chlorates, caustic soda, lime, oil, soap, dyestuff, tanning and bleaching materials, chlorine and bleaching powder of all description and to deal in any or all of them.
4. To gin, card, comb, scour, mix, cut, process, twist, throw, reel, weave, knit, print, bleach, dye or finish, pack, cotton, rayon, staple fibre, staple fibre yarn, raw silk, silk yarns, waste silks, cotton yarn, flax, jute, hemp, wool, hessian, linen or other textiles and textile fibres.
5. To manufacture and deal in plastics of all kinds based on alcohol or otherwise and the components used thereon for manufacture and in all materials, products, components, compositions, compounds and other substances used for building, flooring, roofing and other purposes.
6. To carry on business as dealers in the products of dairy farm and garden produce of all kinds in particular milk, cream, butter, cheese, other dairy products and their by-products including canned and tinned fruits, dehydration and processing of pulses, fruits and vegetables.
7. To carry on the business of bakers and biscuit makers.
8. To carry on the business of traders and dealers in all livestock.
9. To manufacture, purchase, acquire, sell, give or otherwise deal with engines and other machineries, pumps, tractors, trailers, agricultural implements, tools, hoses and other materials for the purpose of agricultural and cultivation and growing of sugarcane, sugar beat, seeds and

other crops and for horticultural purposes and for the manufacture of sugar, paper, paper pulp, alcohol, liquor, chemicals, fertilizers and seeds.

10. To own, fabricate, erect, instal, manufacture, maintain, equip, repair, alter, add to or otherwise handle or deal in sugar mills, distilleries, alcohol units, pulp and paper plants, spinning mills, weaving mills or any other factories.
11. To carry on the business of electrical engineers, mechanical engineers, tool makers, iron founders, brass founders, metal workers, boiler makers, machinists, iron and steel makers, fabricators and convertors, smiths, metallurgists and manufacturers of machinery, gears, components, spare parts and accessories of all kinds and to buy, sell, import and export and generally deal in the same.
12. To carry on the business of contractors, estimators, planners, designers, research workers and dealers in electrical, mechanical, automobiles and railway equipments and to undertake and execute contracts for works involving the supply, erection, testing and the use of machinery in all branches of engineering.
13. To carry on the business of commission agents, del credere agents, dealers, importers and exporters of products and goods of all description, manufactured, made, processed, purchased by this Company or otherwise.
14. To carry on the business of transport operators.
15. To act as advisers and/or consultants on all matters relating to management, finance, secretarial, administration, organisation, production, training of personnel, marketing, computer services and to generally carry on the business of management, technical and engineering consultants, systems analysts, data processors and erection engineers for establishment of projects and industrial units.
16. To open schools and publish books, reports, journals, magazines, news papers, periodicals, thesis, researches, writings, discourses, documents, formulas, news and informations and to take cine films, plates, pictures, painting, sketches, and to make lantern slides, transperancies, stereoscopic slides, video tapes and to have printing presses and litho presses and block making devices and accessories and to do business as such.
17. To undertake, carry out, promote and sponsor rural development programmes including any programme for promoting the social and economic welfare of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. The Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as they may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions or trusts or funds or organisation(s) or person(s) as the Directors may approve.
18. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or

moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the foregoing, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, or for organising lectures or seminars likely to advance these objects or for giving merit awards, scholarships, loans or any other assistance to deserving students or scholars or persons to enable them to prosecute their studies or research and for establishing, conducting or assisting any institutions, fund or trust, having anyone of the aforesaid objects as its object by giving donation or otherwise in any other manner and the Directors may at their discretion in order to implement any of the above-mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institution or trusts or funds or organisation(s) or person(s) as the Directors may approve.

19. To carry on the business of importers, exporters, buyers, sellers, manufacturers, processors, polishers and developers of granites and other granite products, granite tiles, monuments, building slabs, architectural pieces, quartz, stone products, stone aggregate of all varieties and kinds and minerals and for that purpose to take on lease or otherwise acquire, produce, transfer, lease out or sell mines, mining rights and lands or any interest therein.
20. To carry on the business of generating, selling, transmitting, distributing, supplying either directly or through others, electricity / power by any means for industries, domestic or other purpose and also feed to the grids of Electricity Boards or other power grids.
21. To own, take on lease, hire, lease out, sub-lease, establish, purchase, construct, build, erect, undertake, acquire, equip, operate, maintain and develop storage facilities, tankers, storage chambers, tank farms, freezers, cold storages, ice plants, room coolers, refrigeration houses, godowns, warehouses, for storing, keeping, handling, preserving and commercialising all kinds of commodities.
22. To plant, cultivate, produce, process, buy, sell and to deal in Jatropha, sweet sorghum, sugar beet and all or any other agricultural produce and to produce/manufacture all agriculture based products including extraction of oils, bio-diesel and fuels of any description.
23. To design, engineer, develop, construct, improve, promote, undertake, maintain, operate all or any type of infrastructural projects including software/hardware parks, information technology parks, amusement parks, industrial parks, road, toll road, bridge, rail system, highway project, power houses, housing or other activities, water supply project, water treatment system, irrigation project, sanitation and sewage system or solid waste management system, port, airport inland waterway or inland port, providing telecommunication service whether basic or cellular, domestic satellite service.

#### IV. The liability of the members is limited.

- \* V. The Authorised Share Capital of the Company is Rs. 65,00,00,000/- (Rupees Sixty Five Crores only) divided into 21,00,000 Redeemable Preference Shares of Rs. 100/- each and 4,40,00,000 equity shares of Rs. 10/- each with power to increase or reduce or alter the capital in accordance with the provisions of the Companies Act, 2013.

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\* Replaced by the Scheme of Amalgamation sanctioned by the Hon'ble High Court of Judicature at Madras vide its order dated 15.11.2016

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

Sl. No.	Names, Addresses, Occupations and Descriptions of Subscribers	Number of Equity Shares taken by the Subscriber	Signatures
1	NACHIMUTHU GOUNDER MAHALINGAM S/o P. Nachimuthu Gounder Sakthi Nilayam Pollachi - 642 001. Industrialist	501 (Five Hundred and one)	(Sd.) N. Mahalingam
2	KUGALUR SUBBANA GOUNDER RAMASWAMY S/o Subbana Gounder Kugalur P.O. - 638 452 Periyar District Landlord	501 (Five Hundred and one)	(Sd.) K.S. Ramaswamy
3	SANGAMPALAYAM VEDANAYAGA GOUNDER BALASUBRAMANIAN S/o A. Vedanayaga Gounder 8-B/57-AAIagesan Road Coimbatore - 641 011 Business	501 (Five Hundred and one)	(Sd.) S.V. Balasubramanian
4	KALIAPURAM SUBBIA GOUNDER THIRUMALAI SWAMY S/o A. Subbia Gounder 300, Mettur Road Bhavani - 638 301 Periyar District Business	501 (Five Hundred and one)	(Sd.) K.S. Thirumalaiswamy
5	MAHALINGAM MANICKAM S/o N. Mahalingam "Rampriya" Red Fields Coimbatore - 641 018 Industrialist	501 (Five Hundred and one)	(Sd.) M. Manickam
	Carried over	2505	

Sl. No.	Names, Addresses, Occupations and Descriptions of Subscribers	Number of Equity Shares taken by the Subscriber	Signatures
	Brought Forward	2505	
6	VADAMALAIPALAYAM LAKHMINARAYANA GOUNDER GOVINDARAJAN S/o V.T. Lakshminarayana Gounder Jambai Post - 638 312 Via. Bhavani Periyar District. Landlord	501 (Five Hundred and one)	(Sd.) V.L. Govindarajan
7	SATHYAMANGALAM VENKATASUBBA IYER Dr. KALYANASUNDRAM S/o Venkatasubba Iyer No.1, Kamakshi Sastri Street Agraharam Sathyamangalam - 638 401 Periyar District. Medical Practitioner	501 (Five Hundred and one)	(Sd.) S.V. Kalyanasundaram
	Total Shares taken	3507	Three Thousand Five Hundred and Seven only

Dated : This 21st day of November 1983.

Witness to the above signatures :

S.V. JAYARAMAN, B.Sc., ACA., ACS.,  
Company Secretary  
Coimbatore Alcohol & Chemicals Ltd.  
12C, Veerabadra Road  
Erode - 638 001  
Periyar District  
Camp : Coimbatore

1. All the subscribers including myself were at Coimbatore on 21-11-1983 and they have signed before me.
2. No Door Number or Road Names have so far been provided in respect of residential addresses of Sri N. Mahalingam, Sri K.S. Ramaswamy, Sri M.Manickam & Sri V.L. Govindarajan.

(Sd.) S.V. JAYARAMAN

**ARTICLES OF ASSOCIATION \***  
**OF**  
**BANNARI AMMAN SUGARS LIMITED**

(Incorporated under Companies Act, 1956)

**INTRODUCTION**

1. The regulations contained in the Table Marked 'F' of Schedule I to 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.
2. The regulations 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.
3. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meanings as in the Act or the Rules or any statutory modification thereof in force at the date at which these regulations become binding on the company and its members. In these Articles, unless there be something in the subject or context inconsistent therewith or unless the context otherwise requires:
  - a. "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.
  - b. "Articles" means these articles of association of a company or as altered from time to time;
  - c. "Board of Directors" or "Board", means the collective body of the directors for the time being of the company;
  - d. "Company" means "BANNARI AMMAN SUGARS LIMITED".
  - e. "Office" means the Registered Office for the time being of the Company.
  - f. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
  - g. "Seal" means the common seal of the Company.
  - h. Words importing the singular number include, where the context admits or requires, the plural number and vice versa
  - i. Words importing the masculine gender include, where the context admits or requires include feminine gender; and
  - j. Words importing persons shall where the context requires include corporate bodies and companies as well as individuals.

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\* New set of articles adopted pursuant to the special resolution passed by the shareholders at the 31<sup>st</sup> Annual General Meeting held on 23.9.2015.

## **SHARE CAPITAL AND VARIATION OF RIGHTS**

4. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control or discretion of the Board who may issue, allot or otherwise dispose of the same or any of them to such person or 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.
5. 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.
6. The company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
  - i. Equity share capital :
    - a) With voting rights; and/or
    - b) With differential rights as to dividend, voting or otherwise in accordance with the Rules; and
  - ii. Preference Share Capital
7.
  - i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-
    - 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.
  - ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
  - iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to the first name of several joint holders shall be sufficient delivery to all such holders.
8. 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 share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
9. 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 company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment such fees for each certificate as may be fixed by the Board.



10. The provisions of the forgoing 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.
11.
  - i) 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 Rules.
  - ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules.
  - iii) 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.
12.
  - i) 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.
  - ii) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.
13. 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.
14. 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.
15.
  - i) The Board or the company, as the case may be, may, in accordance with the Act and the Rules, issue further share to -
    - a) persons who, at the date of offer, are holders of equity share 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 favour of any other person; or
    - b) employees under any scheme of employees' stock option; or
    - c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above if it is authorised by a Special Resolution.
  - ii) 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.

#### **LIEN**

16.
  - i) The Company shall have a first and paramount lien -
    - a) On every share (not being fully paid up share), for all moneys (whether presently payables or not) called, or payable at a fixed time in respect of that share; and
    - b) On all shares (not being fully paid up shares) standing registered in the name of a single person, for all moneys presently payable by him or his estate to the Company.



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

- ii) The Company's lien, if any, on any 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.
- iii) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
- iv) That the fully paid-up shares will be free from lien.

17. The Company may sell, in such manner as it 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:
  - 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.
18. i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- iii) 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.
- iv) 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.
19. i) 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.
- ii) 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.
20. 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.
21. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the company.

## **CALLS ON SHARES**

22.
  - i) 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 nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
  - ii) 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.
  - iii) 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 any circumstances.
  - iv) A call may be revoked or postponed at the discretion of the board.
23. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
24. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
25.
  - i) 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.
  - ii) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
26.
  - i) 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.
  - ii) 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.
27. 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 money 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.
28. If by conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installment, 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.
29. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the company.

## **TRANSFER OF SHARES**

30. i) The instrument of transfer of any share in the company shall be duly executed by or on behalf both the transferor and transferee.
- ii) The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.
31. The Board may, subject to the right of appeal conferred by the Act decline to register -
- a) the transfer of share, not being a fully paid share, to a person of whom they do not approve; or
- b) any transfer of shares on which the company has a lien.
32. 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.
33. 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 time and for such periods as the Board may from time to time determine.
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.
34. 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**

35. i) 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.
- ii) Nothing in clause i) 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.
36. i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-
- a) to be registered himself as holder of the share; or
- b) to make such transfer of the share as the deceased or insolvent member could have made.
- ii) 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.
- iii) 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.

37. i) 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.
- ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- iii) 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.
38. 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.
39. 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.

#### **JOINT HOLDERS**

40. Where two or more persons are registered as joint-holders (not more than three) of any shares, they shall be deemed (so far as the company is concerned) to hold the same as joint tenants with benefit of survivorship, subject to the following and other provisions contained in these Articles:
- a) The joint-holders of any shares shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such shares;
- b) On the death of anyone or more such joint-holders, the survivor or survivors shall be the only person(s) recognised 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) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- d) 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 the certificate, if any, relating to such shares or to receive notice (when 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) 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 such shares.

- ii) 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) The provisions of these Articles relating to joint holders of share shall mutatis mutandis apply to any other securities including debentures of the company registered in joint names.

### **FORFEITURE OF SHARES**

- 41. If a member fails to pay any call or instalment 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 instalment remains unpaid or a judgement 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 instalment 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.
- 42. The notice aforesaid shall :
  - a) name a further day (not being less than expiry of fourteen days from the date of service of the notice) on or before which 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 call was made shall be liable to be forfeited.
- 43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 44. 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. Provided that there shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.
- 45. 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 member, but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or to make such entry as aforesaid.
- 46. The forfeiture of a share shall involve the 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.
- 47.
  - a) A forfeited share shall be deemed to be property of the Company, and may be sold or re-alloted 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 may think fit.
  - b) At any time, before a sale or re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 48.
  - a) A person whose shares have been forfeited shall cease to be 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.

- b) 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.
49. i) A duly verified declaration in writing that the declarant is a Director, Secretary or Manager of the Company, and that a shares in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.
- ii) The Company may receive consideration, if any, given for the shares on any sale or re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- iii) The transferee shall thereupon be registered as the holder of share and;
- iv) 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.
50. 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.
51. 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.
52. The provision 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 a share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
53. 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**

54. 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;
  - 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.



55. 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 "shareholders"/ "member" shall include "stock" and "stock-holder" respectively.

56. The company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and Rules,-

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

#### **CAPITALISATION OF PROFITS**

57. i) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve-

- a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the 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(s) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (d) below, 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, un-issued shares or other securities 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 or any other permissible reserve account may, for the purpose of this Article, be applied in the paying up of un-issued 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 Articles.
58. i) Whenever such a resolution as aforesaid shall have been passed, the Board shall -
- a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issued of fully paid shares or other securities, if any; and
  - b) generally do all acts and things required to give effect thereto.
- ii) The Board shall have power -
- a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities 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 or other securities 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) Any agreement made under such authority shall be effective and binding on such members.

#### **BUY-BACK OF SHARES**

59. Subject to all applicable provisions of the Act and Rules made thereunder and or any other applicable laws for the time being in force, the company may purchase its own shares or other specified securities.

#### **GENERAL MEETINGS**

60. All general meetings other than annual general meeting shall be called extraordinary general meeting.
61. The Board may, whenever it thinks fit, call an extraordinary general meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

62. 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. The quorum for a general meeting shall be as provided in the Act.
63. The Chairperson of the company shall preside as Chairperson at every general meeting of the company.
64. If there is no such Chairperson or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, as Chairperson of the meeting, the Managing Director of the company shall be entitled to take chair. In his absence, or in case he is unwilling to act, the Directors present shall elect one of their members to be Chairperson of the meeting.
65. 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, choose one of their members to be Chairperson of the meeting.
66. 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.



67. i) 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.
- ii) 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.
- iii) The Chairperson of the meeting 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.
- iv) The minutes of the meeting kept in accordance with the provision of the Act shall be evidence of the proceedings recorded therein.

#### **ADJOURNMENT OF MEETING**

68. i) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.
- ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- iii) 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.
- iv) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **VOTING RIGHTS**

69. 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.
70. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
71. i) 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.
- ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
72. 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.
73. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

74. 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.
75. i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- ii) Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

### **PROXY**

76. i) 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.
- ii) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
77. An instrument appointing a proxy shall be in the form as prescribed in the rules.
78. 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**

79. i) Unless otherwise determined by the company in general meeting the number of Directors shall not be less than 3 (three) and shall not more than 15 (Fifteen).
- ii) No share qualification is required for any person for being appointed as a Director of the company.
80. The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.
- i) Subject to the provisions of the Act and Rules the Board shall have power to appoint one or more of its Directors as Managing Director(s) on such terms and conditions as may be determined. The Board may designate them as Joint Managing Director or by any other designation.
- ii) The same individual may, at the same time, be appointed as the Chairperson of the company as well as the Managing Director or Chief Executive Officer of the company.
81. i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- ii) The remuneration payable to the directors, including any managing or whole time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act.
- iii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them-

- a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
  - b) in connection with the business of the company.
- 82. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board/Committee of Directors shall from time to time by resolution determine.
- 83.
  - i) 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.
  - ii) 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.
- 84.
  - i) 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 provision of the Act.
  - ii) 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.
  - iii) 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.
- 85.
  - i) 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 causal vacancy may, be filled by the Board of Directors at a meeting of the Board.
  - ii) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

#### **POWERS OF BOARD**

- 86. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the company is by the memorandum of association or otherwise authorized 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. No such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

- 87.
  - i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
  - ii) The Chairperson or the Managing Director may, or the company secretary on the direction of the Chairperson shall, at any time, convene a meeting of the Board.

- iii) The quorum for a Board Meeting shall be as provided in the Act.
  - iv) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
88. i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
89. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
90. The Chairperson of the company shall be chairperson at meetings of the Board. In his absence, the Managing Director shall occupy the chair and in the absence of the Managing Director or in case he is unwilling, the Board may elect a Chairperson of its meetings.
91. The Chairperson or the Managing Director shall have the power to invite any person or persons not being the member(s) of the Board to attend the meeting of the Board, but such invitee or invitees shall not be entitled to vote at any time.
92. i) 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.
- ii) 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.
- iii) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
93. i) A committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- ii) 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.
94. i) A committee may meet and adjourn as it thinks fit.
- ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present,
- iii) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
95. 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.

96. Save as otherwise expressly provided in the Act, 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.

**CHIEF EXECUTIVE OFFICER, MANAGER,  
COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

97. Subject to the provisions of the Act, -
- i) A chief executive Officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
  - ii) With the permission of the Board a director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

**THE COMMON SEAL**

98. i) The Board shall provide for the safe custody of the seal.
- ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director of the company, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in the presence.

**DIVIDENDS AND RESERVE**

99. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the company in general meeting may declare a lesser dividend.
100. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.
101. i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
102. i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- ii) 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.
- iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if

any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

103. i) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- ii) 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.
104. i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode 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 that 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.
- ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- iii) 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 shall 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.
105. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
106. No dividend shall bear interest against the company.

#### **ACCOUNTS**

107. i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.

#### **WINDING UP**

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



## **INDEMNITY AND INSURANCE**

109. a) 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 traveling 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.
- b) Subject as aforesaid, every Director, Managing Director, Whole-time Director, Manager, Company Secretary and 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 favour 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.
- c) 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**

110. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its Articles, then and in that cases this Articles authorizes and empowered the company to have such right, privilege, or authority and to carry such transactions as have been permitted by the Act without there being any specific Article in that behalf herein provided.

## **SECRECY**

111. Every Director, Secretary, Manager, Auditor, Trustee for the Company, its members or debenture holders, member of a Committee, Officer, Servant, Agent, Accountant or other person employed in or about the business of the Company shall if so required by the Board, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration-pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any General Meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.
112. No shareholder or other person, not being a Director, shall be entitled to enter into or upon the premises or the property of the Company, or to inspect the Company's premises or properties or the books or the accounts of the Company except to the extent allowed by the Act and subject to such reasonable restrictions as the Company in General Meeting or the Board may impose in this behalf from time to time, without the permission of the Board or of the Managing Director for the time being, or require the discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board/Chairperson or of the Managing Director will be inexpedient, in the interest of the members of the Company, to communicate.

Sl. No.	Names, Addresses, Occupations and Descriptions of Subscribers	Signatures
1	NACHIMUTHU GOUNDER MAHALINGAM S/o P. Nachimuthu Gounder Sakthi Nilayam Pollachi - 642 001. Industrialist	(Sd.) N. Mahalingam
2	KUGALUR SUBBANA GOUNDER RAMASWAMY S/o Subbana Gounder Kugalur P.O. - 638 452 Periyar District Landlord	(Sd.) K.S. Ramaswamy
3	SANGAMPALAYAM VEDANAYAGA GOUNDER BALASUBRAMANIAN S/o A. Vedanayaga Gounder 8-B/57-AAIagesan Road Coimbatore - 641 011 Business	(Sd.) S.V. Balasubramanian
4	KALIAPURAM SUBBIA GOUNDER THIRUMALAI SWAMY S/o A. Subbia Gounder 300, Mettur Road Bhavani - 638 301 Periyar District Business	(Sd.) K.S. Thirumalaiswamy
5	MAHALINGAM MANICKAM S/o N. Mahalingam "Rampriya" Red Fields Coimbatore - 641 018 Industrialist	(Sd.) M. Manickam



Sl. No.	Names, Addresses, Occupations and Descriptions of Subscribers	Signatures
6	VADAMALAIPALAYAM LAKHMINARAYANA GOUNDER GOVINDARAJAN S/o V.T. Lakshminarayana Gounder Jambai Post - 638 312 Via. Bhavani Periyar District. Landlord	(Sd.) V.L. Govindarajan
7	SATHYAMANGALAM VENKATASUBBA IYER Dr. KALYANASUNDRAM S/o Venkatasubba Iyer No.1, Kamakshi Sastri Street Agraharam Sathyamangalam - 638 401 Periyar District. Medical Practitioner	(Sd.) S.V. Kalyanasundaram

Dated : This 21st day of November 1983.

Witness to the above signatures :

S.V. JAYARAMAN, B.Sc., ACA., ACS.,  
Company Secretary  
Coimbatore Alcohol & Chemicals Ltd.  
12C, Veerabadra Road  
Erode - 638 001  
Periyar District  
Camp : Coimbatore

1. All the subscribers including myself were at Coimbatore on 21-11-1983 and they have signed before me.
2. No Door Number or Road Names have so far been provided in respect of residential addresses of Sri N. Mahalingam, Sri K.S. Ramaswamy, Sri M. Manickam & Sri V.L. Govindarajan.

(Sd.) S.V. JAYARAMAN

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**  
**(ORIGINAL JURISDICTION)**

FRIDAY, the 28th day of July, 1995.

The Honourable Mr. Justice GOVARDHAN

C.P. NO. 100 and 101 / 95

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C.P. No. 100 of 1995:-

In the matter of the Companies Act, 1956 and

In the matter of M/s COIMBATORE ALCOHOL AND CHEMICALS LIMITED

M/s. COIMBATORE ALCOHOL AND CHEMICALS LIMITED,  
having its Registered Office at  
252, Mettupalayam Road, Coimbatore - 641 043

... PETITIONER

Company Petition praying :- (a) That the Scheme of amalgamation annexed herewith and marked as Annexure - I, as approved by the Equity Shareholders of the Petitioner Company at their meeting held on 19.5.1995 be sanctioned by this Court so as to be binding on all the members of the Petitioner Company, the Petitioner Company and all the members of the Amalgamated Company and the Amalgamated Company with effect from 1.1.1995 and (b) That the Petitioner Company be dissolved without winding up.

C.P. NO. 101 of 1995 :-

In the matter of the Companies Act I of 1956 and

In the matter of BANNARI AMMAN SUGARS LIMITED

BANNARI AMMAN SUGARS LIMITED  
having its Registered Office at  
252, Mettupalayam Road, Coimbatore - 641 043

... PETITIONER

Company Petition praying : - (a) That the said Scheme of Amalgamation annexed herewith and marked as Annexure - I, as approved by the Equity Shareholders of the Petitioner Company at their meeting held on 20.5.1995, be sanctioned by this Court so as to be binding on all the members of the Petitioner - Company, the Petitioner Company, all the members of the Amalgamating Company and the Amalgamating Company with effect from 1.1.1995, and (b) That the Amalgamating Company be dissolved without winding up.

These Company Petitions coming on this day, before this court for hearing, in the presence of Mr. S.K. Srinivasan of M/s Subbaraya Aiyer Padmanabhan and Ramamani, and S.K. Srinivasan, Advocates for the Petitioner, in the both the Company Petitions, and Mr. S.R. Sundram, Additional Central and Standing Counsel, appearing for the Registrar of Companies, Madras, and the Advocate for the Petitioner herein having represented that as per clause 14, the High Court can exercise its power and delete the clause 13, and upon reading the Order dated 30.3.95, and made in Company application 161/95, whereby the said Company, viz. Coimbatore Alcohol and Chemicals Limited, the Petitioner Company in C.P. No. 100/95, herein was directed to convene a meeting of the equity shareholders of the above named Transferor Company for the

purpose of considering and if thought fit approving with or without modification of the proposed Scheme of amalgamation of the Applicant Company, with Bannari Amman Sugars Limited, The Transferee Petitioner Company in C.P. No.101/95, and the advertisement having been made in "NEWS TODAY", and Makkal Kural dated 2.7.95 and the report of the Chairman of the said meeting as to the result of the said meeting and it appearing from the said report that the scheme of amalgamation has been approved unanimously and the Order dated 30.3.95 and made in Company Application No. 160/95 and whereby the said Applicant Company viz. Bannari Amman Sugars Limited, the Petitioner in C.P. No. 101/95 herein was directed to convene a meeting of the equity shareholders of the above named Transferee Company, for the purpose of considering and if thought fit approving with or without modification a Scheme of Amalgamation of M/s. Coimbatore Alcohol and Chemicals Limited, Coimbatore, the Petitioner Company in Company Application 100/95, with the Applicant Company, and the advertisement having been made in News Today and Makkal Kural dated 2.7.95, and the report of the Chairman of the said meeting as to the result of the said meeting and it appearing from the said report that the Scheme of amalgamation has been approved unanimously and this Court DOTH HEREBY sanction the Scheme of Amalgamation set out in the Schedule hereunder, and that the clause 13 of the Scheme in both C.P. Nos. 100 and 101/95, be and is hereby deleted and the Scheme of amalgamation shall take effect from 1.1.95, this court

**DOTH FURTHER ORDER AS FOLLOWS:-**

- 1) That the Petitioner Companies herein do file with the Registrar of Companies Certified Copy of the this order within 30 days from this date;
- 2) That the Parties to the Scheme of Amalgamation or other person interested shall be at liberty to apply to this Court for any direction that may be necessary in regard to Carrying out of the Scheme hereunder.
- 3) That the Official Liquidator, High Court, Madras, Shall file his report into this Court regarding the affairs of the Transferor Company viz., M/s Coimbatore Alcohol and Chemicals Limited, Coimbatore the Petitioner Company in C.P. No. 100/95.

## SCHEDULE

### SCHEME OF AMALGAMATION OF COIMBATORE ALCOHOL & CHEMICALS LIMITED WITH BANNARI AMMAN SUGARS LIMITED

#### Preliminary:

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

1. The "*Amalgamating Company*" means Coimbatore Alcohol and Chemicals Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 252, Mettupalayam Road, Coimbatore - 641 043.
2. The "*Amalgamated Company*" means Bannari Amman Sugars Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 252, Mettupalayam Road, Coimbatore - 641 043.
3. The "*Act*" means the Companies Act, 1956.
4. The "*Court*" means The High Court of Judicature at Madras.
5. The "*Appointed Date*" means commencement of business at 1.1.1995.
6. The "*Effective Date*" means the date on which the last of approvals specified in the Scheme shall have been obtained.
7. The Authorised Share Capital of the Coimbatore Alcohol & Chemicals Limited (Amalgamating Company) is Rs. 6,00,00,000/- divided into 60,00,000 Equity Shares of Rs.10/- each. The issued and subscribed capital of the Amalgamating Company as on 1.1.1995 is 60,00,000 Equity Shares of Rs. 10/- each and the paid up capital is Rs. 6,00,00,000/-.
8. The Authorised Share Capital of the Bannari Amman Sugars Ltd. (Amalgamated Company) is Rs.10,00,00,000/- consisting of 90,00,000 Equity Shares of Rs.10/- each and 1,00,000 Redeemable Cumulative Preference Shares Rs. 100/- each. The issued and subscribed capital of the Amalgamated Company as on 1.1.1995 is 75,39,700 Equity Shares of Rs.10/- each and the paid up capital is Rs.7,53,97,000/-.

#### THE SCHEME:

1. The undertaking and business of the Amalgamating Company shall with effect from the Appointed Date and without further act or deed stand vested with the Amalgamated Company pursuant to Section 391(2) and 394(2) of the Act, with all the estate and interest of the Amalgamating Company as a going concern but subject nevertheless to all charges, if any, affecting the same or any part thereof and on the Appointed Date, the Amalgamating Company shall be amalgamated with Amalgamated Company.
2. a) For the purpose of this Scheme, the undertaking of the Amalgamating Company shall include:
  - i) All the properties of the Amalgamating Company as on Appointed Date;
  - ii) All the liabilities of the Amalgamating Company as on Appointed Date;

- b) Without prejudice to the generality of Sub-Clause (a) hereof, the undertaking of the Amalgamating Company shall include all rights, privileges, powers and authorities and all properties movable and immovable including Land & Buildings, all licences, privileges and liberties, Plant & Machinery, Patents, trade marks and import quotas held by the Amalgamating Company or to which the Amalgamating Company is entitled to and all debts, liabilities and duties of the Amalgamating Company and all other obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment, provided always that the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Amalgamating Company which shall vest with the Amalgamated Company by virtue of amalgamation and save as hereinafter provided the Amalgamated Company shall not be obliged to create further or additional security therefor after the amalgamation has become effective or otherwise.
3. The balance in Profit and Loss Account, Revaluation Reserve, General Reserve in the Balance Sheet of the Amalgamating Company shall be taken over and treated as Share Premium Account in the books of the Amalgamated Company. The Investment Allowance Reserve of the Amalgamating Company shall be taken over as Investment Allowance Reserve in the books of the Amalgamated Company.
4. Upon the Scheme becoming effective, if any suit, appeal or other proceedings of whatsoever nature by or against the Amalgamating Company is pending, the same shall be continued, prosecuted and enforced by or against the Amalgamated Company. Any proceedings that may be taken after the Appointed Date for any other matter or cause of action concerning the Amalgamating Company before the Effective Date shall also be taken by or against the Amalgamated Company.
5. The Amalgamated Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Section 391 and 394 and the Act, to engage from the Effective Date all employees who may be in service with the Amalgamating Company on the aforesaid date on terms not less favourable than the terms of employment which the said employees enjoyed as at that date.
6. On and from the Appointed Date, the Amalgamation Company shall be deemed to have been carrying on the business on behalf of and on account of the Amalgamated Company until such time as the amalgamation becomes effective in terms of this Scheme. From the Appointed Date, the Amalgamating Company shall carry on its business with proper prudence and shall not without the concurrence of the Amalgamated Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Income or Profit accruing to the Amalgamating Company or Losses incurred shall for all purposes be the income, profit or losses as the case may be, of the Amalgamated Company and the Amalgamating Company shall account to and be entitled to be indemnified by the Amalgamated Company.

The Amalgamating Company after the appointed Date shall not make any change in its capital structure by increase, decrease, reduction, reclassifications, subdivision or consolidation, reorganization, or in any other manner which may in any way affect the share exchange ratio prescribed in Clause 9.

7. The vesting of the properties and liabilities and the continuance of the proceedings mentioned above shall not affect transactions or proceedings already concluded by the Amalgamating Company on or after the Appointed Date and the Amalgamated Company accepts on behalf of itself all acts, deeds,

bonds, agreements and other instruments of whatsoever nature done and executed by the Amalgamating Company.

8. Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements and other instruments of whatsoever nature subsisting or having effect immediately before amalgamation to which the Amalgamating Company is a party shall be in full force and effect against or in favour of the Amalgamated Company and may be enforced as fully and effectively as if, instead of the Amalgamating Company, the Amalgamated Company had been a party thereto.
9.
  - a) Upon the scheme being sanctioned by the Hon'ble High Court of Madras, each shareholder of the Amalgamating Company as on the Record date referred to in clause 10 below, shall be entitled for every three equity shares held by him in the Amalgamating Company, one equity share of the Amalgamated Company of face value of Rs. 10/- fully paid-up at a premium of Rs.80/- per share credited as fully paid up.
  - b) All the holders of Equity Shares in the Amalgamating Company will within six months of this Scheme becoming effective, surrender their share certificates for cancellation thereof and shall take all necessary steps to obtain from the Amalgamated Company, share certificates to which they will be entitled to, pursuant to this scheme.
  - c) Shareholders of Amalgamating Company who are entitled to fractional shares will have option to purchase fraction from other shareholders to make up and ask for allotment of full share/s. Fraction left over will be sold and net proceeds, distributed among persons entitled to them.
10. For the purpose of Clause 9 above the Record Date shall be the date determined by the Board of both the companies after the effective date and due notice of such date shall be given to the shareholders of Amalgamating Company in the manner provided for service of notice under the Companies Act, 1956.
11. The Shares to be issued and allotted under Paragraph 9 above by the Amalgamated Company to the members of Amalgamating Company shall rank pari passu in all respects with the existing shares held by the Members of the Amalgamated Company and shall become entitled to dividends declared/paid by Amalgamated Company after the allotment, on pro-rata basis.
12. For giving effect to the scheme, the Amalgamated Company shall increase its Authorised Capital and pass the requisite resolution under all applicable provisions of the Companies Act, 1956 for the purpose of issue of shares to the Shareholders of Amalgamating Company.
13. Upon the scheme being sanctioned by the Hon'ble High Court of Madras all the object clause of the Amalgamating Company will be deemed to be to additional objects of the Amalgamated Company to facilitate the Amalgamated Company for carrying out the business of the Amalgamating Company.
14. This Scheme is subject to such modifications as the Hon'ble High Court of Madras may impose on the Amalgamating Company or Amalgamated Company and the Board of Directors of the Amalgamating Company and the Amalgamated Company may consent on behalf of all concerned to the modifications/additions to the Scheme and to agree to any conditions which the High Court of Madras, may think fit to impose. In the construction herein, the word "Scheme" shall also mean the Scheme so modified.



15. The scheme shall not in any manner after the rights of any of the creditors of Amalgamating Company and in particular the secured creditors shall continue to enjoy and hold charge upon their respective securities.
16. The implementation of this Scheme is conditional upon and subject to:
  - a) Sanction of the Scheme by the High Court of Madras under Section 391 of the Act and the appropriate orders being made by the said High Court pursuant to Section 394 of the Act for the amalgamation under the Scheme and the implementation of this Scheme.
  - b) The approval and consent of any authorities concerned as may be required under any statute being obtained/granted in respect of any of the matters in respect of which such approval or consent may be required.
17. This Scheme although operative from the Appointed Date shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the effective Date for the purpose of the Scheme.
18. All costs, charges and expenses of the Amalgamating Company and the Amalgamated Company respectively in relation to or in connection with the Scheme and/or for carrying out and completing the terms and provisions of this Scheme and incidental to the completion of amalgamation of the Amalgamative Company in pursuance of this Scheme shall be borne and paid by the respective companies.
19. The Amalgamating Company and/or the Amalgamated Company shall be at liberty to apply to the High Court of Madras from time to time for necessary directions in matters relating to the Scheme or any terms thereof.
20. Upon the Scheme becoming effective as aforesaid the Amalgamating Company shall stand dissolved without winding up as and from the Effective Date or such date as the High Court may direct.
21. In the event of this Scheme failing to take effect finally before 30.06.1996 or within such further period or periods as may be agreed upon between the Amalgamating Company (by its Directors), and the Amalgamated Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred to or by the Parties or any of them.

\*\*\*\*\*

Witness the Honourable Thiru. Kudarikoti Annadanayya Swami, Chief Justice at Madras, aforesaid, this the 28th day of July, 1995.



(Sd/-)

ASSISTANT REGISTRAR (OS) I.

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**  
**(ORIGINAL JURISDICTION)**

Tuesday, the Sixth day of November, 2007.

Company Petition Nos. 187 and 188  
2007.

In the matter of Companies Act, 1956 And

In the matter of Sections 391 and 394 of the Companies Act, 1956 And

In the matter of Amalgamation of Maheswara Sugars Limited with  
Bannari Amman Sugars Limited

C.P.No. 187 of 2007.

Maheswara Sugars Limited

having its Registered Office at 1212, Trichy Road,  
Coimbatore - 641 018,

Rep. by its Director Sri C. Palaniswamy

...PETITIONER/TRANSFEROR COMPANY

This Company Petition praying this Court:-

- a) That the said Scheme of Amalgamation of Petitioner with Bannari Amman Sugars Limited may be sanctioned by this Court so as to be binding on all the members and creditors of the Petitioner so as to be effective from 1.1.2007.
- b) That the Petitioner viz. Maheswara Sugars Limited may be dissolved without winding up.

C.P.No. 188 of 2007.

BANNARI AMMAN SUGARS LIMITED,

having its Registered Office at

1212, Trichy Road, Coimbatore - 641 018

Represented by its Managing Director

Dr. S.V. Balasubramaniam

...PETITIONER / TRANSFEREE COMPANY

This Company Petition praying this Court:- That the Scheme of Amalgamation as approved by the shareholders of the Petitioner Company at its meeting held on 21.9.2007 be sanctioned by this Court so as to be binding on the Petitioner Company and on all the members and creditors of the Petitioner Company so as to be effective from 1.1.2007.

These Company Petitions having been heard on 29.10.2007 in the presence of Mr. A.K. Mysamy, Senior Advocate for M/s. A.K. Mysamy & Associates, Advocate for the Petitioners in both the Company petition Nos. 187 and 188 of 2007, and Mr. S. Udayakumar, Senior Panel Counsel appearing for the Regional Director, Southern Region, Department of Company Affairs, Chennai, and Mr. M. Jayakumar, Assistant



Official Liquidator, for Official Liquidator, High Court, Madras, and upon reading the order dated 17.8.2007 and made in C.A.No. 2165 of 2007 whereby the said company viz., Bannari Amman Sugars Limited the petitioner company in C.P. No. 188 of 2007 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Amalgamation of Maheswara Sugars Limited with Bannari Amman Sugars Limited, and the advertisement having been made in one issue of English Daily "The Hindu" dated 24.8.2007 and another issue of Tamil Daily "Dina Mani" dated 24.8.2007 each containing the advertisement of the said meeting and the report of the Chairman of the said meeting as to the result of the meeting and as the scheme of Amalgamation had been approved unanimously, and upon reading the company petition Nos. 187 and 188 of 2007, and the affidavit of R. Vasudevan, Regional Director, Southern Region, Department of Company Affairs, Chennai, and the report dated 5.11.2007 filed by the official Liquidator, High Court, Madras in C.P. No. 187 of 2007, and the advertisement of the Company Petitions having been made in one issue of English Daily "The Hindu" dated 01.10.2007 and also in one issue of Tamil Daily "Dina Mani" dated 01.10.2007 and this Court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the Petitioner Company in C.P. No. 187 of 2007 by an order dated 17.8.2007 and made in C.A. No. 2164 of 2007 and the order of this Court dated 28.9.2007 and made in C.P. No. 187 of 2007 and on perusal of the reports of the Chartered Accountant to the effect that the affairs of the Transferor Company had not been conducted in a manner which is prejudicial to the interest of its members or creditors or to the public interest and they do not come across any act of misfeasance by the directors attracting the provisions of Sections 542 and 543 of the Companies Act, 1956, and having stood over for consideration till this date.

This Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.1.2007 and declare the same to be binding on all the members and creditors of the said companies and on the said companies.

**THIS COURT DOTH FURTHER ORDER AS FOLLOWS :**

- 1) That, the Petitioner Companies herein do file with the Registrar of Companies, Coimbatore a certified copy of the order within 30 days from this date.
- 2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation annexed hereunder.
- 3) That the Transferor Company Viz., Maheswara Sugars Limited shall be dissolved without being wound up.
- 4) That Mr. S. Udayakumar, Senior Panel Counsel shall be entitled to a fee of Rs.2,500/- (Rupees Two Thousand and Five Hundred only) from each of the Petitioner Companies.

## **“ANNEXURE”**

### **SCHEME OF AMALGAMATION OF MAHESWARA SUGARS LIMITED WITH BANNARI AMMAN SUGARS LIMITED**

#### **1. DEFINITIONS**

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

- 1.1 "Transferor Company" means Maheswara Sugars Limited (MSL), a Company incorporated under the Companies Act, 1956 having its Registered Office at 1212, Trichy Road, Coimbatore 641 018.
- 1.2 "Transferee Company" means Bannari Amman Sugars Limited (BASL), a Company registered under the Companies Act, 1956 having its Registered Office at 1212, Trichy Road, Coimbatore - 641 018.
- 1.3 "Act" means the Companies Act, 1956 as amended from time to time.
- 1.4 "Appointed Date" means the 1st day of January, 2007.
- 1.5 "Effective Date" means the date when the certified copy of the order sanctioning the Scheme of Amalgamation by the Honourable High Court of Judicature at Madras exercising jurisdiction over the Transferor Company and the Transferee Company are filed with the Registrar of Companies, Coimbatore in pursuance of Section 394 (3) of the Companies Act, 1956.
- 1.6 "The Scheme" means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the Hon'ble High Court at Madras or by the shareholders of Transferor and Transferee Company in General Meeting.
- 1.7 "Undertaking" shall mean
  - i) All the assets and properties of the Transferor Company as on Appointed Date.
  - ii) All the debts, liabilities, duties and obligations of the Transferor Company as on Appointed date.
  - iii) Without prejudice to generality of sub clause (i) hereto, undertaking of the transferor company shall include all rights, privileges, powers and authorities and all properties moveable and immovable including land and buildings and all licences, privileges and liberties, plant and machinery, patents, trade marks, import quotas, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits and approvals held by the transferor company is entitled to and all debts, liabilities and duties of the transferor company and other obligations of whatsoever kind.

#### **2. SHARE CAPITAL**

- 2.1 The Authorised Share Capital of the Maheswara Sugars Limited (Transferor Company) is Rs.39,00,00,000/- consisting of 1,90,00,000 equity shares of Rs.10/- each and 20,00,000

Redeemable Preference Shares of Rs.100/- each. The total issued, subscribed and paid up share capital as on 1.1.2007 is Rs.37,46,00,000/- divided into 1,90,00,000 equity shares of Rs.10/- each and 18,46,000 - 9% Non- Cumulative Preference Shares of Rs.100/- each.

- 2.2 The Authorised Share Capital of the Bannari Amman Sugars Limited (Transferee Company) is Rs.11,00,00,000/- consisting of 1,00,00,000 Equity Shares of Rs.10/- each and 1,00,000 Redeemable Cumulative Preference Shares of Rs.100/- each. The issued, subscribed and paid up share capital of the Transferee Company as on 1.1.2007 is Rs.9,53,97,000 divided into 95,39,700 Equity Shares of Rs.10/- each.

### **3. THE SCHEME**

- 3.1 The undertaking and business of the Transferor Company shall with effect from the Appointed Date and without any further act or deed be transferred to and vested in the Transferee Company pursuant to Sections 391(2) and 394 (2) of the Act, with all the estate and interest of the Transferor Company as a going concern but subject nevertheless to all charges, if any, affecting the same or any part thereof and on the appointed date, the Transferor Company shall stand amalgamated with the Transferee Company.
- 3.2 Notwithstanding what is stated in 3.1 above, it is expressly provided that such of the assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery of the same shall be so transferred by the Transferor Company to the Transferee Company without any further act or execution of an instrument as on the Appointed Date. The plant and machinery of the Transferor Company, which are fastened to land and/or buildings continue to remain movable properties inter alia because the said plant and machinery are fastened to land only with a view to have better enjoyment of the movable properties.
- 3.3 If any suit, appeal or other proceedings of whatsoever nature by or against the Transferor Company is pending, the same shall be continued, prosecuted and enforced by or against the Transferee Company. Any proceedings that may be taken after the Appointed Date for any other matter or cause of action concerning the Transferor Company before the Appointed Date shall also be taken by or against the Transferee Company. Provided, however that this clause shall not apply to the proceedings where the liability is of personal nature and successor in interest or assignee is not liable to be proceeded against the provisions of the applicable law.
- 3.4 The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Section 391 and 394 and the Act, to engage from the Appointed Date all employees who may be in service with the Transferor Company on the aforesaid date on terms not less favourable than the terms of employment which the said employees enjoyed as at that date.
- 3.5 On and from the Appointed Date, the Transferor Company shall be deemed to have been carrying on the business on behalf of and on account of the Transferee Company until such time as the amalgamation becomes effective in terms of this Scheme. From the Appointed Date, the Transferor Company shall carry on its business with proper prudence and shall not without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Income or Profit accruing to the Transferor

Company or Losses incurred shall for all purposes be the income, profit or losses as the case may be, of the Transferee Company and the Transferor Company shall account to and be entitled to be indemnified by the Transferee Company.

- 3.6 The Transferor Company after the Appointed Date shall not make any change in its capital structure by increase, decrease, reduction, reclassifications, subdivision or consolidation, reorganization, or in any other manner which may in any way affect the share exchange ratio prescribed in Clause 3.10.
- 3.7 The vesting of the properties and liabilities and the continuance of the proceedings mentioned above shall not affect transactions or proceedings already concluded by the Transferor Company on or after the Appointed Date and the Transferee Company accepts on behalf of itself all acts, deeds, bonds, agreements and other instruments of whatsoever nature done and executed by the Transferor Company.
- 3.8 Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements and other instruments of whatsoever nature subsisting or having effect immediately before amalgamation to which the Transferor Company is a party shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 3.9 Upon the Scheme becoming effective, the authorised share capital of the transferor Company would become the authorised capital of the transferee Company, without any further action, deed or separate resolution or application or action or payment of further filing fee or registration and the authorised share capital of the transferee would stand increased as set out hereunder and the Memorandum and Articles of Association may also be replaced as under:

Clause V of the Memorandum of Association be replaced as under:

"The Authorised Share Capital of the Company is Rs.50,00,00,000/- (Rupees Fifty Crores Only) divided into 21,00,000 Redeemable Preference Shares of Rs.100/- each and 2,90,00,000 equity shares of Rs.10/- each with power to increase or reduce or alter the capital in accordance with the provisions of the Companies Act, 1956"

Clause 3 of the Articles of Association be replaced as under:

"The Authorised Share Capital of the Company shall be such as given in the Clause-V of the Memorandum of Association or altered, from time to time thereat payable in the manner as may be determined by the Directors, with a power to increase, reduce, sub-divide or to repay the same or to be divided the same into several classes and to attach thereto any rights and to consolidate or subdivide or re-organise the shares and subject to the provisions of the Act, to vary such rights as may be determined in accordance with these regulations"

- 3.10 Upon the scheme becoming effective, each shareholder holding equity shares of the Transferor Company as on the Record Date referred to in clause 3.11 below, shall be entitled for every 10 (Ten) number of equity shares held by him in the Transferor Company, 1 (One) number of equity share of the Transferee Company of face value of Rs.10/- fully paid-up. The share premium on account of issue of 19,00,000 equity shares to the Shareholders of the Transferor Company shall be adjusted to the extent of intangible assets acquired by the transferee Company from the transferor Company .

- a) All the holders of equity shares in the Transferor Company shall within six months of this Scheme becoming effective, surrender their share certificates for cancellation thereof and shall take all necessary steps to obtain from the Transferee Company, share certificates to which they will be entitled to, pursuant to this scheme.
  - b) Shareholders of Transferor Company who are entitled to fractional shares will have option to purchase fraction from other shareholders to make up and ask for allotment of full share/s. Fraction left over will be sold and net proceeds, distributed among persons entitled to them.
  - c) A Preference Shareholder viz. holding Company M/s Shiva Distilleries Limited holding 18,46,000 - 9% Redeemable Non -Cumulative Preference Shares of Rs.100/- each of the Transferor Company will be allotted one 9% Redeemable Non-Cumulative Preference Share of Rs.100/- each in the Transferee Company for every one preference share held in the Transferor Company. The preference shares to be allotted in pursuance of this clause will be redeemed on or before 31.3.2009 by the Transferee Company.
- 3.11 For the purpose of Clause 3.10 above the Record Date shall be the date determined by the Board of both the companies after the effective date and due notice of such date shall be given to the shareholders of Transferor Company in the manner provided for service of notice under the Companies Act, 1956.
- 3.12 The shares to be issued and allotted under Paragraph 3.10 above by the Transferee Company to the members of Transferor Company shall rank pari passu in all respects with the existing shares held by the Members of the Transferee Company and shall become entitled to full dividend declared / paid by Transferee Company after the appointed date of the Scheme.
- 3.13 Upon the Scheme becoming effective, applications will be made to National Stock Exchange and Bombay Stock Exchange for listing the equity shares to be issued and allotted by the Transferee Company to the equity shareholders of the Transferor Company. However, the preference shares allotted under para 3.10 above will not be listed as the said shares will be redeemed on or before 31.3.2009.
- 3.14 This Scheme is subject to such modifications as the Hon'ble High Court of Madras may impose on the Transferor Company or Transferee Company and the Board of Directors of the Transferor Company and the Transferee Company may consent on behalf of all concerned to the modifications / additions to the scheme and to agree to any conditions which the High Court of Madras, may think fit to impose.
- 3.15 The scheme shall not in any manner affect the rights of any of the creditors of Transferor Company and in particular the secured creditors shall continue to enjoy and hold charge upon their respective securities.
- 3.16 The implementation of this scheme is conditional upon and subject to:
- a) Sanction of the scheme by the High Court of Madras under Section 391 of the Act and the appropriate orders being made by the said High Court pursuant to Section 394 of the Act for the amalgamation under the scheme and the implementation of this scheme.

- b) The approval and consent of any authorities concerned as may be required under any statute being obtained / granted in respect of any of the matters in respect of which such approval or consent may be required.
- 3.17 This Scheme although operative from the Appointed Date shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the effective Date for the purpose of the Scheme.
- 3.18 All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and / or for carrying out and completing the terms and provisions of this Scheme and incidental to the completion of amalgamation of the Amalgamative Company in pursuance of this Scheme shall be borne and paid by the respective companies.
- 3.19 The Transferor Company and/or the Transferee Company shall be at liberty to apply to the High Court of Madras from time to time for necessary directions in matters relating to the Scheme or any terms thereof.
- 3.20 Upon this Scheme becoming effective as aforesaid the Transferor Company shall stand dissolved without winding up as and from the Effective Date or such date as the High Court may direct.

**Witness, The Hon'ble Thiru Ajit Prakash Shah,**

The Chief Justice of Madras High Court, aforesaid this the 6th day of November 2007.



(Sd/- )  
DEPUTY REGISTRAR (OS)



**IN THE HIGH COURT OF JUDICATURE AT MADRAS  
(ORIGINAL JURISDICTION)**

Tuesday the 15<sup>th</sup> day of Novemeber, 2016

The Hon'ble Mr. Justice RAJIV SHAKDHER

Comp. Petn. Nos. 343 and 344 of 2016

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

and

In the matter of Petition Under Sections 391 to 394 of the Companies Act, 1956 and  
other applicable notified provisions of the Companies Act, 2013

and

In the matter of Scheme of Amalgamation (Merger) of M/s. Madras Sugars Limited  
(Transferor Company)

and

M/s. BANNARI AMMAN SUGARS LIMITED (Transferee Company)

**C.P. No. 343/2016:**

M/s. MADRAS SUGARS LIMITED

a Public Limited Company incorporated under  
the Companies Act, 1956, bearing Corporate  
Identification No. U 15420TZ2009PLC015974  
and having its Registered Office at  
1212, Trichy Road, Coimbatore - 641 018  
Rep. by its Director Sri B. Saravanan

...Petitioner / Transferor Company

The Company Petition praying this Court

- a) To sanction the Scheme of Amalgamation (Merger) of M/s. Madras Sugars Limited (Transferor Company) with M/s. Bannari Amman Sugars Limited (Transferee Company), so as to be binding on all the Equity Shareholders, the Credits and on the Petitioner Company, with effect from 01.01.2016 (First day of January Two Thousand and Sixteen).
- b) To dissolve the Petitioner Company viz., M/s. Madras Sugars Ltd., without winding up.

**C.P. No. 344/2016:**

M/s. BANNARI AMMAN SUGARS LIMITED

a Public Limited Company incorporated under the Companies Act, 1956,  
bearing Corporate Identity Number. L15421TZ1983PLC001358  
and has its Registered Office presently at  
1212, Trichy Road, Coimbatore - 641 018,  
Rep. by its Company Secretary Sri C. Palaniswamy

...Petitioner / Transferee Company



The Company Petitioner praying this Court to

- a) The sanction the Scheme of Amalgamation (Merger) of M/s. Madras Sugars Limited (Transferor Company) with M/s. Bannari Amman Sugars Limited (Transferee Company) so as to be binding on all the Equity Shareholders, the Credits and on the Petitioner Company, with effect from 01.01.2016 (First day of January Two Thousand and Sixteen).

These Company Petitions having been heard on 02/11/2016 in the presence of Mr. R. Vidhya Shankar for Ramani and Shankar, Advocate for the petitioners in both the petitions and of Mr. K. Ramamoorthy, for Regional Director, Ministry of Company Affairs Chennai, and of Mr. Arun Prasad, Assistant Official Liquidator, for Official Liquidator, High Court, Madras and upon reading the Company Petitions and the Affidavit of S.B. Gautam, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai and the advertisement of the Company petition Nos. 343 & 344 of 2016 having been made in one issue of English Daily Viz., The New Indian Express All Indian Edition dated 15.10.2016 and one issue Tamil Daily News Papers Viz., Dinamani, TamilNadu Edition dated 15.10.2016 and this court having dispensed with the convening, holding and conducting of meeting of the equity shareholders of the applicant company by an Order dated 28.07.2016 in C.A. No. 633 of 2016 and upon reading the order dated 28.07.2016 made in C.A. No. 635 of 2016 whereby the said company viz., M/s. Bannari Amman Sugars Limited, the applicant Transferee Company, Petitioner in CP. No. 344 of 2016 was directed to obtained approval from its shareholders via postal ballot/e-voting for the purpose of considering and, if, thought fit, approving with or without modification, the Scheme conceived by the applicant Companies involving amalgamation the applicant Transferee Company after due compliance with all formalities, had balloting done via post and Internet between 17/8/2016 and 16/09/2016 it is averred that after scrutiny of ballots and e-votes, the Chairperson declared the result of the voting. The applicant company in C.A. No. 635/2016 having made in one issue of English Daily News Papers viz., "Indian Express" (All India Edition) dated 14.08.2016 all India Edition and one issue of Tamil Daily News Papers viz., "Dinamani" dated 14.08.2016 (Tamilnadu Edition) each containing advertisement of the said meeting and the chairperson has filed his report dated 17.09.2016, wherein he has stated that more than three-fourth of the total number of votes polled, were cast in favour of the resolution, while, the votes cast by the public shareholders against the resolution are less than the votes cast in favour of the resolution and the Regional Director, Minister of Company affairs has filed his report stating that has no objection to the scheme being sanctioned and having should over for consideration till this date and coming on this day before this court for hearing in the presence of the said advocates;

and

the Official Liquidator has also filed his report along with the report of the Chartered Accountant States that affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of any person or entity, which has a stake/interest in the petitioner companies and that the scheme as framed is not violative of any statutory provisions and that it is fair, just, sound and is not contrary to any public policy or public interest and that no proceedings appear to be pending under the provisions of Sections 231 to 237 of the Companies Act, 1956 and that as all the statutory provisions appear to have been complied with,

and

this Court having also observed that "this order will not be construed as an order granting exemption from payment of stamp duty or, taxes or, any other charges, if any, payable, as per the relevant provisions of law or, from any applicable permissions that may have to be obtained or, even compliances that may have to be made, as per the mandate of law."

and

In complaints with the SEBI circulars, it is averred, the transferee company has obtained no objection to the proposed Scheme from the National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange (BSE).

This Court doth hereby sanction the scheme of Amalgamation annexed herewith effect from 01/01/2016 and declare the same to binding on all the equity shareholders of the petitioner companies and on the said companies and this Court doth further order as follows:

- 1) That the petitioner companies herein, to do file with the Registrar of Companies Coimbatore a certified copy of the order within 30 days from this date receipt of the order.
- 2) That the parties to the scheme of Amalgamation or any other person interested shall be at liberty to apply to this court for directions that may be necessary in regard for carrying out this scheme of Amalgamation annexed herewith.
- 3) That the transferor company viz., M/s. Madras Sugars Limited shall stand dissolved without winding up.
- 4) That the learned Senior Central Government standing counsel will be entitled to a fee of Rs. 5000/- which shall be paid by the Transferee company.

**ANNEXURE**  
**SCHEME OF AMALGAMATION**  
**OF**  
**MADRAS SUGARS LIMITED**  
**(TRANSFEROR COMPANY)**  
**WITH**  
**BANNARI AMMAN SUGARS LIMITED**  
**(TRANSFeree COMPANY)**  
**(UNDER SECTIONS 391 TO 394 AND OTHER APPLICABLE PROVISIONS OF THE**  
**COMPANIES ACT, 1956 AND THE COMPANIES ACT, 2013)**

**PART I**

**1. PREAMBLE**

**1.1 The Scheme**

This Scheme of Amalgamation provides for the amalgamation of Madras Sugars Limited (Transferor Company) with Bannari Amman Sugars Limited (Transferee Company) pursuant to the applicable provisions of the Companies Act.

**1.2 The Scheme is divided into following parts**

Part - 1 deals with Preamble

Part - 2 deals with Definitions

Part - 3 deals with Amalgamation of Transferor company with the Transferee Company

Part - 4 deals with general terms and conditions that would be applicable to the entire scheme.

**1.3 Transferor Company:**

- a. Madras Sugars Limited is a company incorporated under the Companies Act, 1956 on 30th April, 2009 bearing Corporate Identity Number: U15420TZ2009PLC015974 and has its Registered Office presently at 1212, Trichy Road, Coimbatore 641 018 (hereinafter referred to as "Transferor Company")
- b. The Main Objects for which the Transferor Company was formed as set forth in the Memorandum of Association are as under:
  1. To carry on in India or elsewhere the business of manufacture of sugar and its by- products.
  2. To cultivate, purchase, produce, manufacture, process, prepare and generally trade and deal in sugarcane, sugar beat, sugar, sugar candy, jaggery, confectionery syrups, aerated waters, essences, molasses, alcohol, bagasse, pressmud, molasses based products, alcohol based products, bagasse based products and pressmud based products.
  3. To carry on the business of generating, selling, transmitting, distributing, supplying either directly or through others, electricity/power for the above objects and for industries,

domestic or other purpose and also feed to the grids of Electricity Boards or other power grids.

- c. The Authorised Share Capital of the Madras Sugars Limited (Transferor Company) is Rs.15,00,00,000/- consisting of 1,50,00,000 equity shares of Rs.10/- each. The total issued, subscribed and paid up share capital as on 1.1.2016 is Rs.15,00,00,000/- divided into 1,50,00,000 equity shares of Rs.10/- each.
- d. The Transferor Company is a wholly owned subsidiary of M/s SVB Holdings Private Limited in which the promoters of Transferee Company hold entire share capital.
- e. The Transferor Company has a sugar mill with the cane crushing capacity of 3600 tonnes per day and a co-generation plant with an installed capacity of 25 MW in Tamilnadu.
- f. The Holding Company of the Transferor Company, has advanced as interest free un-secured loan from time to time to the Transferor Company, aggregating to a sum of Rs.177,53,13,602 as on appointed date, out of which a sum of about Rs.112 crores was towards pre-operative capital expenditure. The Transferor Company is under an obligation not to repay the said sum, in its covenants favoring its Bankers, except on discharge of term loan liability to the Bankers.
- g. During the last two sugar season (October-September) i.e 2014-2015 and 2015-2016 the transferee company is drawing sugarcane from the cane area allotted to the Transferor Company and also procuring sugar from the transferor company.
- h. The turnover of the Transferor Company during 2014-15 was Rs.124.23 Crores. In the current financial year, during nine months ended 31.12.2015, the turnover is Rs.218.99 crores. The Net Profit after tax for the year ended 31.3.2015 was Rs.0.55 Crores and for the nine months ended 31.12.2015 the transferor company has incurred a loss of Rs.53.66 crores

#### 1.4 Transferee Company

- a. Bannari Amman Sugars Limited, is a listed company incorporated under the Companies Act, 1956 on 1st December, 1983 bearing Corporate Identity Number: L15421TZ1983PLC001358 and has its Registered Office presently at 1212, Trichy Road, Coimbatore-641 018 (hereinafter referred to as "Transferee Company")
- b. The Main Objects for which the Transferee Company is incorporated is as follows:
  - 1. To carry on the business of manufacture of sugar and its by-products in all its branches.
  - 2. To plant, purchase, produce, manufacture, process, prepare and generally trade and deal in sugarcane, sugar beat, sugar, sugar candy, jaggery, confectionery syrups, aerated waters, essences, molasses, alcohol, bagasse, molasses based products, alcohol based products and bagasse based products of all kinds.
  - 3. To plant, cultivate, manufacture, produce, process, prepare, buy, sell and deal in soya-beans, soymilk, soymilk products and preparations, soyabean-based foods including spray dried milk, powders, cheese, curd, ice-cream, baby foods, protein foods and other preparation of soya-cereals and lentils including flour and dal, soya snack, foods, soya sweets, soya cookies, and confectioneries, including biscuits, breads, cakes, pastries, nuts, toffees and chocklates and soya beverages and other products and preparations of every kind, nature and description.

4. To manufacture, sell and deal in all kinds of papers, boards and newsprint.
- c. The Authorised Share Capital of the Bannari Amman Sugars Limited (Transferee Company) is Rs.50,00,00,000/- consisting of 2,90,00,000 Equity Shares of Rs.10/- each and 21,00,000 Redeemable Preference Shares of Rs.100/- each. The issued, subscribed and paid up share capital of the Transferee Company as on 1.1.2016 is Rs.11,43,97,000 divided into 1,14,39,700 Equity Shares of Rs.10/- each. The promoters are holding 54.72% of the share capital in the transferee company.
  - d. The Transferee Company has two sugar mills in Tamilnadu and two sugar mills in Karnataka with the aggregate cane crushing capacity of 20100 tonnes per day (TCD). The Transferee company has established co-generation plants in all its sugar factories and wind mills in southern parts of Tamilnadu and the aggregate installed capacity of co-generation plants is 104.80 MW and the wind mills is 8.75 MW. The Transferee company has two distillery units one in Tamilnadu and the other in Karnataka with the aggregate installed capacity of 127.50 Kilo Liters Per Day (KLPD). The Transferee Company also has granite processing facilities in Tamilnadu. The Transferee company is also a producer of bio-compost.
  - e. The turnover of the Transferee Company during 2014-15 was Rs.919.42 Crores. In the current financial year, during nine months ended 31.12.2015, the turnover is Rs.1004.93 crores. The Net Profit after tax for the year ended 31.3.2015 was Rs.1.03 Crores and for the nine months ended 31.12.2015 the transferee company has incurred net loss of Rs.22.85 crores.
  - f. The present Scheme proposed is the amalgamation of the Transferor Company with the Transferee Company for the purpose of synergy in operations, better management and control.

#### 1.5 RATIONALE OF THE PROPOSED SCHEME OF AMALGAMATION

- a) Both the Transferor and Transferee Companies are engaged in the similar line of business. The proposed amalgamation will provide a stronger and consolidated operational structure to the businesses of the companies.
- b) M/s. Madras Sugars Limited (Transferor Company) has its sugar factory with the crushing capacity of 3600 TCD and co-generation plant with an installed capacity of 25 MW at Vengur village, Thirukoilur Taluk, Viluppuram District in the State of Tamilnadu. The factory is located in the midst of excellent cane area. Considering the potential for cane development in the area, the crushing capacity of the factory can be expanded to 7,000 TCD due to favourable climatic and other prevailing conditions. Sugarcane Breeding Institute, Coimbatore has assessed the potential of the demarcated cane area and estimated the cane potential at 1.29 million tonnes.
- c) M/s Bannari Amman Sugars Limited (Transferee Company) has one of sugar factories with 5000 TCD and 28.8 MW co-generation plant at Kolundampattu Village, Thandarampattu Taluk, Thiruvannamalai District in the State of Tamilnadu. The cane area allotted to the sugar undertaking of the Transferor Company is contiguous to this sugar unit of the Transferee Company and sugarcane cultivation can be optimized by using available resources. In fact, the said unit of Transferee Company, had to source 2,75,132 M.Ts and 1,32,405 M.Ts of sugar cane during sugar season 2014-15 and 2015-16 (till 7.4.2016) from the cane command area of the Transferor Company, to tide over the shortfall in cane availability.

- d) The Transferor Company has enough land to put up a distillery plant at the aforesaid location and the unit of the transferee company situated at the aforesaid place does not have enough land to put a distillery plant within the premises. The present scheme of amalgamation facilitates the transferor and transferee company to put of a distillery unit at the place of Transferor Company and thereby optimizes the utilization of available molasses for the production of alcohol/ethanol.
  - e) While the outlook for sugar was very gloomy a year back, there have been some positive developments in the recent past. The global sugar production which was at 189 million tons as in 2014-15 sugar year, has come down to 172.80 Million tons in 2015-16 sugar year. Likewise, domestic sugar production which was at 28.3 Million Tons in 2014-15 sugar year has come down to less than 260 Million tons in 2015-16 sugar year. The sugar price which was ruling between Rs.20-22 per kg, has seen a very significant increase. The Government of India has introduced minimum indicative export quota to ensure off-take of sugar and thereby ensured that remunerative prices are realized for domestic supply. The Government of India has also introduced a scheme whereby an exporter, subject to meeting the export quota, is eligible for subsidy of Rs.45/- per tonne of cane. With a view to further stabilize the sugar industry, the Government of India has increased the Import Duty on import of sugar from Rs.25% to 40%. In order to encourage production of Ethanol, Excise Duty has been waived from 1st October 2015. This significantly benefits the sugar industry, since Ethanol is produced from molasses which is the by-product in the process of manufacture of sugar. The Government of India has constituted sugar stabilization fund with the intent behind the proposal being that if the FRP fixed by the Central Government is higher than price determined under revenue sharing formula which is 75% of the sugar price realization, the obligation would be met from the fund thereby insulating the sugar industry. The proposed amalgamation, in this positive scenario when it is expected that sugar industry is poised for growth, will benefit the amalgamating Companies.
  - f) The present scheme of amalgamation has been proposed to facilitate management, administration, financial efficiencies, co-ordination and streamlining day-to-day operations of both Transferor and Transferee companies.
  - g) The amalgamation will facilitate consolidation of the businesses of both the Transferor Company and Transferee Company into a single corporate entity. The arrangement would create synergies of operations besides economies in administrative, managerial costs by combining operations and it would result in improved performance for the Transferee Company.
  - h) The Transferee Company after amalgamation will have the benefit of stability of operation and would help to achieve efficient utilization of resources and facilities. The consolidation of business will achieve rationalization of management structures and economies of scale for further and stable growth, expansion and diversification and for better and more profitable utilization of the combined resources.
- 1.6 Both Transferor Company and Transferee Company intend that the amalgamation in accordance with this Scheme shall take effect from the Appointed Date as defined hereinafter, but will be operative from the Effective Date as defined hereinafter.



## **PART-II**

### **2. DEFINITIONS**

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

- 2.1 "Act" or "Companies Act" means the Companies Act, 1956 (including any statutory modification or re-enactment thereof for the time being in force) and/or the Companies Act, 2013 (from the date of applicability as may be notified by the Government, including statutory modification or re-enactment thereof)
- 2.2 "Appointed Date" means the 1st day of January, 2016 or such other date as the Court may direct for the purposes of this Scheme and for the Income Tax Act, 1961
- 2.3 "Audit Committee" means the audit committee of the Transferor Company and Transferee Company, as constituted from time to time;
- 2.4 "Board of Directors" or "Board" in relation to each of the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company;
- 2.5 "Effective Date" means the date when the certified copy of the order sanctioning the Scheme of Amalgamation by the Hon'ble High Court of Madras are filed with the Registrar of Companies, Coimbatore in pursuance of Section 394 (3) of the Companies Act, 1956.
- 2.6 "High Court" or "Court" means the Hon'ble High Court of Judicature at Madras exercising jurisdiction over the Transferor Company and the Transferee Company and shall include the National Company Law Tribunal (NCLT) or such other forum or authority, as may be vested with any of the powers of the High Court under the Companies Act, if applicable.
- 2.7 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of reckoning names of the shareholders of the Transferor Company, who shall be entitled to receive the shares of the Resulting Company upon coming into effect of this Scheme, as specified in this Scheme.
- 2.8 "SEBI Circulars" means the circular number CIR/CFD/CMD/16/2015 dated November 30, 2015 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, both issued by the Securities and Exchange Board of India and any related and amended circulars that SEBI may issue in respect of schemes of arrangement;
- 2.9 "The Scheme" means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the Hon'ble High Court at Madras or by the shareholders of Transferor Company and Transferee Company in General Meeting or through Postal Ballot / E-Voting.
- 2.10 "Schedules" shall mean the Schedules to the Scheme
- 2.11 "Stock Exchange" means the Stock Exchange/s on which the shares of the Transferee Company are listed.
- 2.12 "Undertaking" shall mean:  
  
"Undertaking" means and include all the business, properties, investments and liabilities of



whatsoever nature and kind and wheresoever situated, of the Transferor Company, on a going concern basis, together with all its assets, liabilities and employees and shall include (without limitation):

- a) all immovable properties (including those described specifically in Schedule A hereto)
- b) all moveable properties including plant and machinery, equipments, furniture, fixtures, vehicles, stocks and inventory, packing, packaging material, leasehold assets and other properties, real, corporeal and incorporeal, in possession or otherwise, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks to the credit of the Transferor Company, investments of all kinds (i.e. shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, cane area allocation, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, memorandum of understandings, brands, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other intangible items (whether or not recorded in the books of Transferor Company), industrial and other licenses, permits, authorizations, trademarks, trade names, patents, patent rights, copyrights, designs, logo, pre-qualification rights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from Government, semi-Government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/ or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges and approvals of whatsoever nature (including but not limited to benefits of tax exemptions/incentives/benefits and/or exemption or rebate entitlements, all tax holiday, tax relief including those available under the Income Tax Act such as credit for advance tax, taxes deducted at source, minimum alternate tax credit, credit for Service Tax, CENVAT credit, input tax credit, etc.) and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by Transferor Company, as on the Appointed Date;
- c) All the debts, loans, liabilities, duties and obligations including contingent liabilities of the Transferor Company as on the Appointed Date; and
- d) All books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, 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 or electronic form, in connection with or relating to the Transferor Company.

2.13. All terms and words used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the 1956 Act or the 2013 Act, as applicable, the Income Tax Act, 1961 the Securities Contracts (Regulation) Act, 1956, the Securities and

Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

- 2.14. References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.
- 2.15. The headings herein shall not affect the construction of this Scheme.
- 2.16. The singular shall include the plural and vice versa; and references to one gender include all genders.
- 2.17. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.18. References to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- 2.19. References to any of the terms taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.
- 2.20. Any reference to any statute or statutory provision shall include:
  - a) All subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
  - b) Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

### **PART - III**

#### **THE SCHEME**

- 3. Transfer and vesting of assets of Transferor Company
  - 3.1. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Company shall, pursuant to the sanction of the Scheme by the High Court and pursuant to the provisions of Sections 391 to 394 and other provisions of the 1956 Act or the 2013 Act, as applicable, will be and shall stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company, as a going concern, in accordance with Section 2(1B) of the Income Tax Act without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
  - 3.2. Without prejudice to the generality of Clause 3.1.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date:

- 3.2.1. all the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances, whether or not provided and/or recorded in the books of accounts, comprised in the Undertaking of whatsoever nature and where-so-ever situate shall, under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, will be and shall stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern so as to become, as and from the Appointed Date, the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances of the Transferee Company.
- 3.2.2. Such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery shall, under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Transferee Company and/or be deemed to stand transferred to the Transferee Company as a part of the transfer of the Undertaking as a going concern so as to become from the Appointed Date, the assets and properties of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- 3.2.3. All other movable properties of the Transferor Company, including investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall, under the provisions of Sections 391 to 394 of the 1956 Act, and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, will be and shall stand transferred to and vested in the Transferee Company and/or deemed to have been transferred to and vested in the Transferee Company, by way of delivery of possession of the respective documents, as applicable, as a part of the transfer of the Undertaking as a going concern, so as to become from the Appointed Date, the assets and properties of the Transferee Company.
- 3.2.4. The Transferee Company may, if it so deems appropriate, give notice in such form as it deems fit and proper, to each such debtor or obligor, that pursuant to the sanction of this Scheme by the High Court, such debt, loan, advance, claim, bank balance, deposit or other

asset be paid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize all such debts (including the debts payable by such debtor or obligor to the Transferor Company) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors to record such change. It is hereby clarified that investments, if any, made by the Transferor Company and all the rights, title and interest of the Transferor Company in any licensed properties or leasehold properties shall, pursuant to Section 394(2) of the 1956 Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company.

- 3.2.5. All immovable properties of the Transferor Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or licensed or otherwise and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation of the ownership or title, or interest in the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Court in accordance with the terms hereof, without requirement of any further instrument or Deed.
- 3.2.6. All lease/license or rent agreements entered into by the Transferor Company with various landlords, owners and lessors in connection with the use of the assets of the Transferor Company, together with security deposits and advance/prepaid lease/license fee, etc., shall stand automatically transferred and vested in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay rent, or lease or license fee as provided for in such agreements, and the Transferee Company and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants thereunder. Without limiting the generality of the foregoing, the Transferee Company shall also be entitled to refund of security deposits paid under such agreements by the Transferor Company.
- 3.2.7. All permissions, approvals, consents, subsidies, incentives, cane area allocations, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and Liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, if any, shall, under the provisions of Sections 391 to 394 of the 1956 Act, and other provisions of the 1956 Act or the 2013 Act,

as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and Liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements, of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof and the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

- 3.2.8. All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) for the purpose of carrying on the business of the Transferor Company, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company, or to the benefit of which, the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of that Transferor Company.
- 3.2.9. Without prejudice to the generality of the foregoing, all leave and licence agreements/ deeds, lease agreements/ deeds, bank guarantees, performance guarantees and letters of credit, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Transferor Company or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, including all rights and benefits (including benefits of any deposit, advances, receivables or claims) arising or accruing therefrom, shall, with effect from Appointed Date and upon this Scheme becoming effective, by operation of law pursuant to the vesting orders of the Court, be deemed to be contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses of the Transferee Company. Such property and rights shall stand vested in the Transferee Company and shall be deemed to have become the property of the Transferee Company by operation of law, whether the same is implemented by endorsement or delivery and possession or recordal in any other manner.
- 3.2.10. All the intellectual property rights of any nature whatsoever, including but not limited to intangible assets appertaining to the Transferor Company, whether or not provided in books of accounts of the Transferor Company, shall under the provisions of Sections 391 to 394 of



the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Transferee Company.

- 3.2.11. All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, or goods and service tax, as applicable, excise duty, wealth tax, fringe benefit tax and tax collected at source, etc.) payable by or refundable to or being the entitlement of the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions, as would have been available to the Transferor Company, shall pursuant to this Scheme becoming effective, be available to the Transferee Company. Benefit of tax losses including brought forward business loss, unabsorbed depreciation, etc. of the Transferor Company (including unabsorbed business loss and unabsorbed depreciation available to the Transferor Company in view of any arrangement undertaken, pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, 1956, prior to the Appointed Date), up to the Appointed Date, shall be available to Transferee Company w.e.f. from Appointed Date in terms of section 72A of Income Tax Act, 1961.
- 3.2.12. The Transferee Company shall be entitled to claim refunds or credits, including Input Tax Credits, with respect to taxes paid by, for, or on behalf of, the Transferor Company under applicable laws, including but not limited to sales tax, value added tax, service tax, excise duty or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, Input Tax Credits already availed of or utilised by the Transferor Company and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.
- 3.2.13. All statutory rights and obligations of Transferor Company would vest on/accrue to Transferee Company. Hence, obligation of the Transferor Company, prior to the Effective Date, to issue or receive any statutory declaration or any other Forms by whatever name called, under the State VAT Acts or the Central Sales Tax Act or any other applicable law for the time being in force, would be deemed to have been fulfilled if they are issued or received by Transferee Company and if any Form relating to the period prior to the said Effective Date is received in the name of the Transferor Company, it would be deemed to have been received by the Transferee Company in fulfillment of its obligations.
- 3.2.14. Benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise, shall under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the

Transferee Company as a part of the transfer of the Undertaking as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by the Transferee Company.

- 3.2.15. The resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the 1956 Act or the 2013 Act as applicable, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
  - 3.2.16. Such of the assets comprised in the Undertaking and which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the assets of the Transferee Company.
- 3.3. Without prejudice to the generality of Clause 3.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:
- 3.3.1. All the Liabilities, whether or not provided in the books of the Transferor Company, shall, under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Transferee Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same.
  - 3.3.2. All Liabilities comprised in the Undertaking, and which are incurred or which arise or accrue to the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company



as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same.

- 3.3.3. Any Liabilities of the Transferor Company as on the Appointed Date that are discharged by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Transferee Company.
- 3.3.4. All loans raised and utilized, liabilities, duties and taxes and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and shall, under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Transferee Company and to the extent they are outstanding on the Effective Date, the Transferee Company shall meet, discharge and satisfy the same.
- 3.3.5. Loans, advances and other obligations (including any arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, under the provisions of Sections 391 to 394 of the 1956 Act and other provisions of the 1956 Act or the 2013 Act, as applicable, and all other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 3.3.6. Without prejudice to the generality of the foregoing, the interest free unsecured loan from the promoters of the Transferor Company to the Transferor Company, shall stand transferred to the Transferee Company, from the Appointed Date, on the Scheme becoming Effective, and the same will continue to be the interest free unsecured loan in the Transferee Company and be repayable with the consent of the Board of Directors subject to the recommendation of Audit Committee of the Transferee Company after reviewing the cash flow position of the Transferee Company.
- 3.4. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Transferee Company. It being clarified that the aforesaid Encumbrances shall not be extended to any assets of the Transferor Company which were earlier not Encumbered or the existing assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 3.5. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company pursuant to this Scheme.
- 3.6. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 3.7. The provisions of this Clause shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

#### **4. Conduct of Business till Effective Date**

- 4.1. With effect from the Appointed Date and up to the date on which this Scheme finally takes effect, the Transferor Company shall be deemed to carry on all the business and activities and stand possessed of the properties so to be transferred for and on account of, in trust for and be answerable to the Transferee Company and that the profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be and that the Transferor Company shall not alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of its business, without the consent of the Transferee Company and that the Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.
- 4.2. Until amalgamation takes place, Transferee Company may on authority of board resolution of the Transferee Company, make such advances as it may deem necessary, to the Transferor Company, provided however that, in the event of the Scheme not becoming Effective, the monies so advanced shall be required to be repaid forthwith by the Transferor Company and the Promoters of the Transferor Company severally with simple interest @ 10 % p.a. The sanction of the Scheme, shall be deemed sufficient compliance with Act and other applicable Law in this regard.

#### **5. Contracts, Deeds, Bonds and Other Instruments**

- 5.1. Subject to the other provisions of this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party, subsisting or having effect immediately before this Scheme becomes finally effective, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 5.2. With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses, registrations, trademarks, patents, copy rights, privileges, powers, facilities, subsidies, rehabilitation schemes, special status and other benefits or privileges (granted by any Government Body, local authority or by any other person of every kind and description of whatsoever nature in relation to the Transferor Company or to the benefit of which the said Transferor Company may be eligible, or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the Transferee Company, as the case may be, and may be

enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary or oblige thereto.

- 5.3. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. The benefit of all such statutory and regulatory permissions, licenses, approvals and consents including statutory licenses, approvals, permissions or approvals or consents required to carry on the operations of the said Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- 5.4. The Transferee Company shall enter into and / or issue and / or execute deeds, writings or confirmations or enter into any tripartite agreement, confirmations or novations to which the said Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary.
- 5.5. For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company, without the process of winding up as contemplated hereinafter, shall not affect the previous operations of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Company is a party and shall not affect any right, privilege, obligation or liability, acquired, deemed to be vested or incurred under any such contracts, agreements, deeds, or any instrument and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference to the Transferee Company with effect from the Effective Date.

## **6. Continuation of Legal Proceedings**

- 6.1. With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company and pending on the Effective Date, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The Transferee Company also undertakes to deal with all legal or other proceedings which may be initiated by or against the Transferor Company or the Transferee Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account and to the exclusion of the Transferor Company, and further undertakes to pay all amounts including interest, penalties, damages, etc., which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company for the period up to the Effective Date, and any reasonable costs incurred by the Transferor Company in respect of such proceedings started by or against it relating to the period up to the Effective Date upon submission of necessary evidence by the Transferor Company to the Transferee Company for making such payment.

## **7. Increase of Authorised Capital on Scheme coming into effect**

- 7.1. Upon the coming becoming effective, the authorised share capital of the transferor Company would become the authorised capital of the transferee Company, without any further action, deed or separate resolution or application or action or payment of further filing fee or registration and the authorised share capital of the transferee would stand increased as set out hereunder and Clause V of the Memorandum of Association shall stand replaced as under:

"The Authorised Share Capital of the Company is Rs.65,00,00,000/- (Rupees Sixty Five Crores Only) divided into 21,00,000 Redeemable Preference Shares of Rs.100/- each and 4,40,00,000 Equity Shares of Rs.10/- each with power to increase or reduce or alter the capital in accordance with the provisions of the Companies Act, 2013"

## **8. Transition and Dissolution of Transferor Company**

- 8.1. The Board of Directors (or any committee thereof) of the Transferor Company shall without any further act, instrument or deed be and stand dissolved on the Scheme coming into effect.
- 8.2. Subject to an order being made by the Hon'ble High Court under the applicable provisions of the Companies Act, the Transferor Company shall be dissolved without the process of winding-up, upon the Scheme becoming effective, in accordance with the provisions of the Act and rules made thereunder.
- 8.3. The resolutions and / or agreements, if any, of the Transferor Company and / or Transferee Company which is valid and subsisting on the effective date shall continue to be valid and subsisting till the end of the period covered under the resolutions and / or agreements irrespective of the increase in paid-up capital of the Transferee Company arising out of issue of new equity shares under the Scheme.

## **9. Issue of Shares of Transferee Company**

- 9.1. Upon the Scheme becoming fully effective, in consideration of the transfer and vesting of the entire undertaking of the Transferor company in the Transferee Company in terms of this Scheme, the Transferee Company shall without any further act or deed, issue and allot to the Equity Shareholders in the Transferor Company, whose names are recorded in the Register of Members, on the Record Date to be fixed by the Board of Directors of the Transferee Company, Equity Shares ranking pari passu in all respects with the existing Equity Shares of the Transferee Company in the following manner:-

11 (Eleven) fully paid up equity shares of Rs.10/- (Ten) each of the Transferee Company will be issued to the shareholders of the Transferor Company for every 150 (One Hundred and Fifty) equity share of Rs.10/-(Ten) each held by such shareholders in the Transferor Company.
- 9.2. No fractional shares shall be issued by the Transferee Company in respect of fractional entitlement to which the shareholders of Transferor Company may be entitled to on issue and allotment of shares as aforesaid by the Transferee Company. All such fractions shall be consolidated into full equity shares which shall be allotted by the Board of Directors of Transferee Company at its discretion to any nominees of Transferee Company upon trust to sell the shares so allotted and to distribute the sale proceeds to those shareholders of the Transferor Company who are entitled to such fractions in the proportion to which they are so entitled.
- 9.3. Pursuant to the Scheme of Amalgamation 11,00,000 Equity Shares of Rs.10/- each of Transferee Company shall be issued and allotted to the shareholders of Transferor Company. The shareholding pattern of the Transferee Company Pre and Post the Scheme of Amalgamation coming into effect is as under, based on the shareholdings pre-amalgamation shareholding reckoned as on 25.4.2016 (viz. date of the Board Resolution sanctioning the Scheme of Amalgamation)

Category	Pre-amalgamation		Post-amalgamation	
	Number of shares of Rs.10/- each	%	Number of shares of Rs.10/- each	%
Promoters	6260276	54.72	7360276	58.70
Non-Resident Indians	157235	1.37	157235	1.25
Banks / Indian Financial Institutions	264	0	264	0
Foreign Portfolio Investors	19701	0.17	19701	0.16
Overseas Corporate Bodies	45000	0.39	45000	0.36
Foreign Institutional Investor (FIIs)	163	0	163	0
Bodies Corporate	1321152	11.55	1321152	10.54
Mutual Funds	100	0	100	0
Public	3635809	31.78	3635809	28.99
<b>Total</b>	<b>11439700</b>	<b>100</b>	<b>12539700</b>	<b>100</b>

## 10. Tax Treatment

- 10.1. Upon the Scheme coming into effect, all taxes payable by the Transferor Company under the Income Tax Act, Customs Act, The Central Excise Act, State Sales Tax laws, Central Sales Tax Act, or other applicable laws/regulations dealing with taxes/duties/levies (hereinafter referred to as "Tax Laws") shall be to the account of the Transferee Company; all CENVAT/Service Tax Credit or any other tax credit of the Transferor Company shall stand transferred to the Transferee Company and such credit would be available for set-off against the tax liabilities of the Transferee Company.; Similarly all credit for tax deduction at source on the income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Company. Similarly any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Further Minimum Alternate Tax (MAT) paid by the Transferor Company under Section 115JB and/or other provisions (as applicable) of the Income Tax Act, 1961 shall be deemed to have been paid on behalf of the Transferee Company, and the MAT credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set-off against the tax liabilities of the Transferee Company. Further, all tax returns, filings, assessments, payments, deductions, withholding, rebates, benefits, incentives, set-offs, carry-forward tax losses, unabsorbed depreciation and other rights, liabilities and obligations whatsoever of the Transferor Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Companies Act/Income Tax Act/Tax Laws, so as to become as and from the Appointed Date, the rights, liabilities and obligations of the Transferee Company. The carry forward of the tax losses, unabsorbed depreciation and 80 IA benefit of the Transferor Company shall be available to the Transferee Company. The Transferee Company shall have the right to rectify tax returns and file revised tax returns and seek re-assessment or revisions in assessment or rectification of mistakes in filings, returns or assessment in respect of



any period(s) prior to the Effective Date in the manner and to the same extent as would or might have been done by or against the Transferor Company. Similarly, the export incentives, draw backs and other similar entitlements, benefits available or accrued to the Transferor Company without any further instrument, deed, matter or thing, shall be available to the Transferee Company. For the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or authority.

## **11. Accounting Treatment**

- 11.1. As per the Scheme, this Amalgamation shall be "Amalgamation in the Nature of Merger" and method of accounting shall be "Pooling of Interest Method" under Accounting Standard 14 as notified under the Companies Act, 2013.
- 11.2. The Transferee Company shall upon the Scheme becoming effective, record the assets and liabilities of the Transferor Company transferred to and vested in it pursuant to this Scheme at their book values as appearing in the books of the Transferor Company as at the close of business of a day immediately preceding the Appointed Date.
- 11.3. The difference if any between the share capital issued / allotted under this Scheme and the amount of share capital of the Transferor Company shall be credited to the General Reserves of the Transferee Company.
- 11.4. All Loans & Advances, outstanding balances or other obligations, if any between Transferor Company and Transferee Company will stand cancelled.
- 11.5. The debit balance in Statement of Profit & Loss appearing in the financial statement of the transferor company shall be transferred to and adjusted against the General Reserves of the Transferee Company.
- 11.6. With effect from the Appointed Date, all profits, reserves, income accruing to or losses and expenditure arising or incurred by the Transferor Company shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be of the Transferee Company.
- 11.7. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the General Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 11.8. Notwithstanding anything contained in these clauses, all adjustments against Reserves in the books of accounts of the Transferee Company shall be in accordance with Accounting Standard 14 notified under Companies Act.
- 11.9. Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Act, shall without further act or deed stand enhanced by an amount being the aggregate liabilities of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company.
- 11.10. The financial statement, as on the Appointed Day, on giving effect to the Scheme, in terms hereof, shall be as set out in Schedule-II hereto.

## **12. Employees**

- 12.1. Upon the Scheme becoming effective, all the employees in service of the Transferor Company, on the date immediately preceding the date on which this Scheme finally takes effect i.e. "The Effective date" shall become the employees of the Transferee Company on the basis that:
- a) Their services shall have been continuous and shall not have been interrupted by reason of amalgamation.
  - b) The terms and conditions of service applicable to the said employees after such transfer shall not in any way be less favourable than those applicable to them immediately before the transfer.
  - c) It is expressly provided that as far as Provident Fund, Gratuity Fund, Super Annuation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and the employees of the said Transferor Company is concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contribution to the said Funds in accordance with the provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in the said Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the said Transferor Company will also be treated as having been continuous for the purpose of the aforesaid Funds.

## **PART - IV**

## **13. General Terms**

- 13.1. The Transferor Company and the Transferee Company shall, with all reasonable despatch, make applications / petitions under the applicable provisions of the Companies Act to the Hon'ble High Court of Judicature at Madras or any other Competent Authority under the Act for sanctioning this Scheme of Amalgamation and for dissolution of the Transferor Company without winding up under the provisions of law, and obtain all approvals as may be required under law.

## **14. Modifications/Amendments to the Scheme**

- 14.1. The Transferor Company and the Transferee Company through their respective Board of Directors or other persons duly authorized by the respective Boards in this regard, may make or assent to any alteration or modification to this Scheme or to any conditions or limitations, which the Hon'ble High Court of Judicature at Madras or any other Competent Authority under law may deem fit to direct, approve or impose and may give such directions, as they may consider necessary, to settle any doubt, questions or difficulty, arising under the scheme or in regard to its implementation or in any manner connected therewith and to do all such acts, deeds, matters and things necessary for putting this scheme into effect.
- 14.2. After dissolution of the Transferor Company, the Transferee Company by its Board of Directors or other persons, duly authorized by its Board in this regard, shall be authorized, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by



reasons of any order of the Hon'ble High Court of Judicature at Madras or of any directive or order of any other authorities or otherwise, however, arising out of, under or by virtue of this Scheme and /or matters concerning or connected therewith.

**15. Operative date of the Scheme**

15.1. The Scheme shall be operative with effect from the Appointed Date ie. 1st January, 2016 but shall be effective from the Effective Date.

**16. Scheme conditional on approval/sanctions:**

16.1. This Scheme is conditional upon and subject to:-

- a) The Scheme being agreed to (in the manner prescribed) by the respective requisite majorities of the shareholders and / or creditors of the Transferor Companies and the Transferee Company, as the case may be, as required under the Act and / or the SEBI Circulars, as applicable,
- b) Compliance with and requisite approval or consent, if any required under the Competition Act from the Competition Commission of India
- c) and the requisite order of the High Court of Judicature at Madras being obtained;
- d) For the Transferee Company, the approval of the shareholders shall be through special resolution passed through postal ballot and e-voting, after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such resolution, and such special resolution shall be acted upon only if the votes cast by public shareholders in favour of the Scheme are more than the number of votes cast by public shareholders against it. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957.
- e) Such other sanctions and approvals including any statutory or regulatory authority, as may be required by law and
- f) Filing of the certified copies of the orders of the High Court sanctioning the Scheme with the Registrar of Companies, Tamilnadu, Coimbatore within such time as may be specified by the High Court or such extended time as approved by the High Court.

**17. Effect of non-receipt of approvals/sanctions**

17.1 In the event of the Scheme not being sanctioned by the Hon'ble High Court of Judicature at Madras and / or the order or orders not being passed as aforesaid before 31st December, 2016 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company who are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through, and by their respective Board of Directors, the Scheme shall become null and void and in that event no rights and liabilities shall, inter se accrue between the parties in terms of the Scheme.

**18. Expenses connected with the Scheme**

18.1 All costs, charges and expenses of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company. In the event of this Scheme not being implemented each party shall bear its respective costs, charges and expenses.

## SCHEDULE I

### DETAILS OF IMMOVEABLE ASSETS OF THE TRANSFEROR COMPANY COMPRISED IN THE UNDERTAKING BEING TRANSFERRED AND VESTED IN THE TRANSFEREE AS A CONSEQUENCE OF MERGER

The whole of the immovable properties pertaining to the Transferor Company wherever situate and whatever the form it may be including land and buildings, plant and machinery and all rights, title interest appurtenant thereto, all documents of title pertaining thereto and all easementary and other rights attributable thereto including the lands situated at :

Vengur, Venmar, Eravalam & T. Mudiyanur Villages  
Thirukovilur Sub Registration, Villupuram Registration District

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
1	893/2010 30.10.2009	Vengur	268/4	0.72
		"	267/3B	0.06
		"	268/2	0.64
		"	278/1	0.29
		"	268/3	1.80
		"	268/5B	3.26
		"	268/7A	0.37
		"	268/7B	0.47
		"	268/7C	0.72
		"	268/7D	0.34
		"	268/7E	0.34
		"	268/7F	0.23
		"	270/4E	0.66
		"	283/2F	0.69
		"	281/1(P)	0.13
		"	281/3	1.25
		Venmar	45/2	4.10
		"	46/2	4.73
		"	49/1	0.86
			<b>Total</b>	<b>21.66</b>
2	894/2010 30.10.2009	Vengur	272/5C	0.72
		"	272/5D	0.66
		"	279/3	3.26
		"	281/1(P)	4.84
		"	294/1	1.96
		"	295/2(P)	1.02
		Venmar	41/7(P)	0.71
		"	45/1	3.79
		"	46/1	3.70
			<b>Total</b>	<b>20.66</b>

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
3	895/2010 30.10.2009	Vengur	293/1	2.56
		"	294/2	5.58
		"	294/7	4.27
		"	279/2A	0.41
		"	279/2B	0.42
		"	279/2C	0.41
		"	271/2	1.23
		"	298/3	1.38
		"	269/2A	0.15
		"	269/2B	0.82
		"	269/2C	0.65
		Venmar	41/2	0.70
		"	41/4	0.71
		"	43/1	1.06
		"	41/1	0.77
		"	43/2	0.19
		"	41/3	0.62
		"	41/8	0.48
		"	42	2.62
		"	31/8A	0.25
		"	31/8B	0.36
		<b>Total</b>		<b>25.64</b>
4	896/2010 30.10.2009	Vengur	268/5C	1.16
		"	273/4	3.36
		"	273/7	0.94
		"	274/1B	1.12
		"	274/3	1.07
		"	278/2	0.27
		"	278/4	3.91
		"	283/3A	0.27
		"	283/3C	0.70
		"	283/3B	0.41
		"	284/4	3.00
		"	270/4C	0.19
		"	270/4G	0.26
		"	270/4I	0.42
		"	270/4B	0.27
		"	270/4D	0.16
		"	270/4H	0.24

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	270/4J	0.26
		"	283/2A	0.24
		"	283/2C	0.10
		"	266/3	1.24
		"	270/5A	0.48
		"	270/5B	0.10
		"	270/6	0.06
		"	283/1	0.82
		Venmar	47/2	0.20
		"	31/6B	0.56
		"	31/7	0.25
		"	31/10B	0.52
		"	31/3	4.02
		"	41/6	0.37
			<b>Total</b>	<b>26.95</b>
5	897/2010 30.10.2009	Vengur	272/4	1.84
		"	282/3A	0.27
		"	282/3C	0.79
		"	282/3D	0.07
		"	282/5B	0.53
		"	282/5C	0.15
		"	282/5D	0.12
		"	280/3	1.06
		"	280/1	2.43
		"	278/6A	0.93
		"	278/6B	0.10
		"	278/6C	0.75
		"	282/3B	0.15
		"	282/5A	0.21
		"	282/4	1.48
		"	271/1A	0.28
		"	271/1C	0.14
		"	271/1I	1.01
		"	271/1E	1.20
		"	271/1D	0.15
		"	271/1F	0.64
		"	271/1H	0.44
		"	271/1G	0.26

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	271/1B	0.27
		"	270/1	0.79
		"	270/2	1.04
		"	270/3	0.33
		"	282/2	0.79
		"	272/5B	1.52
		"	282/1B	1.11
		"	282/1A	0.79
		Venmar	31/4B	0.27
		"	31/5A	0.19
		"	31/5B	0.10
		"	31/6A	0.56
			<b>Total</b>	<b>22.76</b>
6	898/2010 30.10.2009	Vengur	272/5E	0.71
		"	272/1	2.12
		"	272/5A	1.62
		"	272/3A	1.85
		"	272/3B	0.20
		"	272/3C	1.62
		"	280/4B	1.00
		"	278/5	1.14
		"	266/1D	0.33
		"	266/3D	0.35
		"	283/3D	0.70
		"	274/6	1.33
		"	278/3A	0.52
		"	278/3B	0.52
		"	278/3C	0.67
		"	278/3D	0.67
		Venmar	40/4	0.25
		"	40/5	0.42
		"	31/1	1.00
		"	35/3	0.66
		"	35/4	0.44
		"	35/5	0.27
		"	35/6	0.19
		"	39/1	1.33
		"	29/2	1.10

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	29/3	1.31
		"	30/7B	0.32
		"	35/2	1.06
		Total	23.69	
7	899/2010 30.10.2009	Vengur	295/3	1.65
		"	294/4	1.43
		"	298/5	1.81
		"	266/1A	0.67
		"	266/1B	0.18
		"	266/1C	0.27
		"	267/1	0.62
		"	267/2A	0.09
		"	267/2B	0.29
		"	267/2C	0.20
		"	267/4A	1.71
		"	267/4B	0.33
		"	267/4C	0.46
		"	267/4D	0.45
		"	268/6	0.90
		"	268/1	2.27
		"	269/1	2.52
		"	269/4	1.90
		"	268/5A	0.32
		"	269/3	2.47
		"	269/5	0.42
		"	269/6	1.08
		"	270/4A	0.22
		"	270/4F	0.25
		"	283/3A	1.66
		"	270/4K	0.45
		"	283/2D	0.56
		"	270/5B	0.69
		"	270/6	0.89
		Venmar	47/1	2.89
		"	46/1	1.00
8	900/2010 30.10.2009	Vengur	292/3A	0.70
		"	292/3B	0.72
		"	294/5	0.64



Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	294/6	0.64
		"	292/2	1.21
		"	292/1B	0.30
		"	293/2B	0.93
		"	292/1B	0.08
		"	292/2	1.21
		"	293/4A	0.94
		"	293/3	1.85
		"	292/1A	1.41
		"	293/2A	0.10
		"	276/9	1.73
		"	295/1A	0.62
		"	295/1B	1.14
		"	295/4A	0.63
		"	295/4B	1.28
		"	276/2A	0.99
		"	276/2B	1.09
		"	276/4	0.43
		"	276/6	0.22
		"	276/1	0.79
		"	277	9.93
		"	280/5	1.06
9	901/2010 30.10.2009	Vengur	270/5A	0.55
		"	274/2	2.22
		"	273/8	0.49
		"	283/2B	0.19
		"	283/2E	0.69
		"	298/4	1.40
		"	284/7	0.59
		"	284/8	0.57
		"	284/9	0.57
		"	284/10	0.57
		"	284/11	0.52
		"	284/12	0.52
		"	284/13	0.52
		"	284/14	0.50
		"	284/3	0.42

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	284/6	2.47
		"	281/1	0.49
		"	281/2	1.00
		"	280/4	1.86
		"	280/1	0.58
		"	282/1A	0.32
		Venmar	40/1A	0.65
		"	39/2	1.26
		"	40/3	0.93
		"	40/1B	0.56
		"	40/2B	0.57
		"	40/2C	0.64
		"	40/2G	0.26
		"	40/6	0.19
		"	16/5	0.22
		"	16/6	0.48
		"	36/1	0.21
		"	36/2A	0.40
		"	36/2B	0.34
		"	36/3	0.24
		"	36/4	0.56
		"	36/5	0.58
		"	36/6	0.48
		"	36/7	0.40
		"	38/1	0.27
		"	38/2	1.31
		<b>Total</b>		<b>27.59</b>
10	1005/2010 30.10.2009	Vengur	285/24	0.20
		"	285/25	0.20
		"	285/26	0.20
		"	285/27	0.20
		"	285/28	0.20
		"	294/3	1.05
		"	279/1	0.37
		"	279/4	0.37
		"	279/5	0.36
		"	279/6	0.36
		"	284/1	0.24

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	284/5	0.22
		"	284/15	0.22
		"	284/16	0.25
		"	284/17	0.25
		"	284/18	0.25
		"	284/19	0.25
		"	284/20	0.25
		"	284/21	0.25
		"	284/22	0.25
		"	284/23	0.24
		"	284/24	0.24
		"	284/25	0.25
		"	284/26	0.25
		"	285/1	0.25
		"	285/5	0.20
		"	285/36	0.25
		"	285/37	0.24
		"	280/2	0.20
		"	280/6	0.20
		"	280/7	0.19
		"	280/8	0.17
		"	280/9	0.17
		"	280/10	0.17
		"	280/11	0.17
		"	280/12	0.25
		"	280/13	0.25
		"	280/14	0.19
		"	280/15	0.22
		"	280/16	0.22
		"	280/17	0.22
		"	280/18	0.22
		"	280/19	0.24
		"	280/20	0.24
		"	285/21	0.19
		"	285/22	0.20
		"	285/23	0.20
		"	285/4	0.20
		"	285/29	0.20

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
		"	285/30	0.20
		"	285/31	0.20
		"	285/32	0.20
		"	285/33	0.20
		"	285/34	0.20
		"	285/35	0.20
		"	274/4	0.51
		"	274/7	0.12
		"	274/8	0.51
		"	274/9	0.40
		"	285/3	0.15
		"	285/5	0.20
		"	285/6	0.20
		"	285/7	0.20
		"	285/8	0.20
		"	285/9	0.20
		"	285/10	0.20
		"	285/11	0.20
		"	285/12	0.05
		"	285/13	0.12
		"	285/14	0.19
		"	285/15	0.20
		"	285/16	0.20
		"	285/17	0.15
		"	285/18	0.18
		"	285/19	0.20
		"	285/20	0.19
11	1381/2010 1.3.2010	Venmar	31/2	1.15
		"	40/7	3.07
		"	41/5	0.86
		"	48	2.70
		"	100	4.11
12	Exchange deed No. 1383/2010 dt.3.3.2010 Correction deed No. 3086/2010 dt.9.4.2010	Venmar	40/2A	0.58
			40/2D	0.62
			40/2E	0.09
		"	40/2F	0.19

Sl. No.	Document No. / Date	Name of the Village	S F No.	Extent (in Acres)
(1)	(2)	(3)	(4)	(5)
13	1382/2010 3.3.2010	Eravalam Vengur	111/1	1.55
			275/1	0.73
			Total	2.28
14	3503/2010 7.4.2010	Vengur	275/1	0.12
		"	275/4	0.74
		"	275/3	0.77
		"	276/3	0.27
		Eravalam	111/3	0.34
		"	8/2	0.25
		"	8/5	0.27
		"	8/6	0.27
		"	8/7	0.27
		"	8/8	0.27
		"	8/9	0.27
		"	8/10	0.26
		Total	4.10	
15	3075/2010 9.4.2010	Venmar	31/1B	1.33
			Total	1.33
16	3082/2011 13.7.2011	T. Mudiyanur	33/11A	0.10
			Total	0.10
17	2604/2013	Vengur	293/4B	0.88
		"	292/6B	0.45
		"	292/8B	0.53
		Total	1.86	
18	3301/2013	Vengur	292/6A	0.25
			292/8A	0.27
			Total	0.52
19	3302/2013	Vengur	292/6A	0.25
			292/8A	0.28
			Total	0.53
20	Pending Registration	Vengur	286/2	3.20
GRAND TOTAL IN ACRES				275.44

## SCHEDULE - II

### BALANCE SHEET OF THE TRANSFEREE COMPANY, ON THE APPOINTED DAY ON GIVING EFFECT TO THE SCHEME

PARTICULARS	Rs. in Lakhs
<b>I. EQUITY AND LIABILITIES</b>	
<b>1) SHAREHOLDERS' FUNDS</b>	
a) Share Capital	1253.97
b) Reserves and Surplus	86268.58
	87522.55
<b>2) NON-CURRENT LIABILITIES</b>	
a) Long term borrowings	54943.11
b) Deferred tax liabilities (Net)	5126.07
c) Other Long term liabilities	
d) Long term provisions	258.63
	60327.81
<b>3) CURRENT LIABILITIES</b>	
a) Short term borrowings	75074.22
b) Trade payables	15598.94
c) Other current liabilities	19783.83
d) Short term provisions	3281.55
	113738.54
<b>TOTAL</b>	<b>261588.90</b>
<b>II. ASSETS</b>	
<b>1) NON - CURRENT ASSETS</b>	
a) Fixed Assets	
i) Tangible assets	114066.42
ii) Capital work in progress	2219.15
b) Non - current investments	35.00
c) Long-term loans and advances	9770.99
	126091.56
<b>2) CURRENT ASSETS</b>	
a) Inventories	105087.02
b) Trade Receivables	9428.04
c) Cash and cash equivalents	291.78
d) Short-term loans and advances	11026.61
e) Other current assets	9663.89
	135497.34
<b>TOTAL</b>	<b>261588.90</b>



WITNESS, The Hon'ble Thiru SANJAY KISHAN KAUL, The Chief Justice of Madras High Court,  
aforesaid this the 15th day of November, 2016.



Sd/-

JOINT REGISTRAR (O.S.)