

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
SIYARAM SILK MILLS LIMITED



FORM I. R.

Certificate of Incorporation

No 20451 of 1978.

I hereby certify that **SIYARAM SILK MILLS PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited

Given under my hand at **BOMBAY** this **TWENTY NINTH** day of June **ONE THOUSAND NINE HUNDRED and SEVENTY EIGHT.**



Sd/- D. J. BISWAS
(D. J. Biswas)
Registrar of Companies
Maharashtra

No. 20451

CERTIFICATE OF CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, UNDER
THE COMPANIES ACT, 1956.

IN THE MATTER OF SIYARAM SILK MILLS (PRIVATE) LIMITED

I do hereby certify that pursuant to the provisions of Section 23 of Companies Act, 1956 and the Special Resolution passed by the company at its Extra-ordinary General meeting on the 22nd MARCH 1980.

The name of SIYARAM SILK MILLS (PRIVATE) LTD
has this day been changed to SIYARAM SILK MILLS LIMITED

And that the said company has been duly incorporated as a company under the provisions of the said Act.

Dated this SIXTEENTH day of APRIL One thousand
nine hundred and Eighty.



Sd/- N. SANTHANARAMAN
(N. SANTHANARAMAN)
Asstt. Registrar of Companies,
Maharashtra, Bombay.

MEMORANDUM OF ASSOCIATION

OF

SIYARAM SILK MILLS LIMITED

- I. The name of the Company is **SIYARAM SILK MILLS LIMITED.**
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. The objects for which the Company is established are :
 - (A) **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :**
 1. To carry on the business of manufacturing, processing calendering including running of hand and power process house, buying, selling, Importing, exporting, distributing and dealing in Textiles, cotton, woollen synthetics and synthetic blends, both with natural (viz. vegetable and / or animal) and man-made and artificial fibres, polyester, polyamide, acrylic polypropylene, polynosic, polymethane, polyacrylic or any other synthetic fibre, including running of a manufacturing unit, either unitary or composite.

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

2. To undertake dyeing bleaching, sanforizing, mercerising, calendering, printing, or otherwise processing of cotton, yarn, cloth silk, rayon, wool, jute, hemp and other fibres and/or their blends, fabrics, of textile products whether on handlooms or powerlooms or in textile mills or other factories and whether on company's own account or for any firm or firms, person or persons, company or companies.
3. To carry on the business of manufacturing, processing, buying, selling, Importing, Exporting, distribution and dealing on commission basis or otherwise in synthetic fibres available in any form as tops, yarn, cloth including blends with other fibres natural (veg.) artificial or synthetic.
4. To carry on the business of and/or manufacturing processing, spinning, doubling, weaving, dyeing, mercerizing, sanforizing, ginning, bailing, knitting, combing, weaving, bleaching, finishing, calendering, pressing, warping, printing, sizing, finishing, printing, mercerising, handling, twirling, chemical processing, producing, designing, acquiring, trading, dealing, buying, selling, importing, exporting, distributing, storing, exchanging, packing, bartering, shipping, advancing, upon or otherwise dealing in all kind of cloth, fabrics, textiles, piece goods, hosiery goods, fringes, embroidering, embroidery threads, braided threads, cards twines, ropes, ribbons, tapes, saree borders, woven labels, parachute strings, finished nets, gas mantles, cotton yarn, artificial yarn, silk yarn, staple yarn, synthetic yarn, woollen yarn, shoddy yarn, fibres, tops, wastes, (natural or man-made) viz. wool, cotton, silver, flex, hemp, fuse, viscose, acetate, nylon, polyester, acrylic, polypropylene and their blends and all types of jute goods.
5. To deal in by-products manufactured in the carrying out of all or any of the object of the Company, in loose form or in packing of all sizes in Company's brands or otherwise.
6. To enter into, make and perform contracts and arrangements of every kind and description with corporate body, Municipality, Territory, Province, State Government or colony or dependency thereof, without limit as to amount and obtain from any Government or authority any rights, privileges contracts and

concession which the Company may deem desirable to obtain and to carry out exercise or comply with any such arrangements, rights, privileges, contracts and concessions.

7. To establish agencies or appointment representatives in India or elsewhere for the production, manufacture, sales, purchase, exchange, hire, distribution or for any one or more of the objects of the Company and to regulate and discontinue the same.
8. To apply for, take out, obtain, purchase, or otherwise acquire and turn to account any copyrights, licences, concessions, patent rights, or inventions, monopolies, privileges, trade marks or secret processes which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefit this company, and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information, to acquire and to expend money in experimenting upon and testing and improving or seeking to improve any patent rights, inventions, discoveries process or information of the company or which the company may acquire or propose to acquire.
9. To purchase, take on lease or in exchange or otherwise acquire any estate, lands, buildings, easements or other rights and interest in immoveable property to sell, let or lease, mortgage, hypothecate or otherwise dispose of on grant rights over any immoveable property belonging to the company.
10. To undertake the payment of all rents and the performance of all covenants conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
11. To acquire and take over as a going concern by purchase or on lease and undertake to carry on the whole or any part of the business together with the goodwill and trade name, property rights, and liabilities of any person or persons, firm or any company carrying on any business, any part of the purpose of which is authorised to carry on or possessed of property suitable for the purposes of the company and to pay for the same by shares, debentures, debenture-stock, bonds, cash or otherwise as the Directors of the Company determine and to conduct and carry on or liquidate and wind up any such business.

12. To amalgamate, enter into partnership or into any arrangement for sharing or dealing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, firm, corporation or Government or company carrying on or engaged in any business undertaking or transaction which the company is authorised to carry on or engage in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the company and to lend money, to guarantee the contracts or otherwise assigned of any such persons, firm or company and to take or otherwise acquire and hold shares or securities of any such persons, firm, or companies, to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
13. To promote, form and to be interested in, and take hold and dispose of shares in any other company having objects similar together or in part to those of this company or carrying on any business capable of being conducted so as directly or indirectly to benefit the company and to subsidise or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stocks, debenture-stock or other securities of such company, to transfer to any such company any property of this company and to take or otherwise acquire, hold and dispose shares, debentures and other securities in or of any such company.
14. To pay for any properties rights, services or privileges acquired by the company by issue of shares or debentures of this company or partly in shares or debentures and partly in cash or otherwise and to give shares or stock or stock or debentures of this company in exchange of the share or stock or debentures of any other company.
15. To enter into, any arrangements, with any Government or State or Authorities, Municipal, Local or otherwise that may seem conducive to the company's objects or any of them and to obtain from any such government or State or Authority, any rights, privileges and concessions and/or purchase and sale of any kind of goods, machinery, spare parts, securities, shares, stocks, debentures etc. which the Directors of the Company for the time being may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

16. To sell, mortgage, lease, manage, develop, exchange, dispose of or to transfer the business immovable or moveable property and undertaking of the company or any part thereof or any part of the property, rights and concessions of the company in such manner and upon such terms and conditions and for such consideration as the Directors of the Company, for the time being may think fit to accept and in particular for cash, shares debentures, debenture stock, bond or securities of any other company having objects altogether or in part similar to those of this Company.
17. To advance and/or to lend money, either with or without security and generally to such persons, associations, trusts, corporation, companies etc. upon such terms and conditions as the company may think fit.
18. To give guarantee for the performance or discharge of any obligations, liabilities, duties or the payments of moneys by any persons, firms and companies or Governments or states and to give indemnities of all kinds.
19. To guarantee the payment of money unsecured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts mortgages, charges, obligations, instruments, and securities of any Company or of any Company or of any such authorities, Supreme, Municipal, Local or otherwise or of any persons whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
20. To raise or borrow money from time to time for any of the purposes of the company by bonds, debentures or promissory notes or by taking credit in or opening Current account with any individual or firm or with any Bank and whether with or without giving any security, goods or other, articles or by mortgaging, pledging, charging hypothecating or selling or receiving advances on the sale of any lands, building and machinery, goods, assets or revenue of the company present or future including its uncalled capital or otherwise by such other means as the Director may in their own absolute discretion deem expedient and in particular by the issue of debentures, debenture-stock, perpetual or otherwise including debentures or debenture-stock, convertible into shares of this or any other Company or to convey the same absolutely or in trust and give lenders powers of sale and others powers as may be expedient and to purchase, redeem or pay off such securities.

21. To lend or deposit moneys belonging to or entrusted to or at the disposal of the Company to such person or company and in particular to customers and others having dealing with the company with or without security upon such terms as may be thought proper, and to invest or otherwise employ such moneys in such manner as the Directors of the Company, for the time being may think fit. The company shall not carry on banking business as defined under the Banking Regulation Act, 1949.
22. To invest and deal with moneys of the Company not immediately required in immoveable properties shares, stocks, bonds, debentures, obligations or other securities of any company or association or in Government securities or in current or deposit account with banks or on the mortgage of immoveable properties of any tenure or on the pledge of moveable property or in any other manner as may from time to time be determined by the Directors of the Company for the time being and from time to time sell or vary all such investments and to execute all assignments, transfers, receipt and documents that may be necessary in that behalf.
23. To place, to reserve or to distribute bonus shares among the member as Directors may from time to time think fit subject to the provision of the Act.
24. To distribute any of the property of the company among the members in specie or kind in the event of winding up.
25. To draw, make, issue, accept, transfer and endorse, discount, execute and negotiate, Promissory notes bundles, bills of exchange, cheques, drafts, Bill of Lading, Letters of credit, delivery orders, dock-warrants, railway or transport receipts, warehousekeeper's certificate and other negotiable or commercial or mercantile instruments connected with the business of the company.
26. To open accounts with any bank or banks and to deposit money therein and to draw and endorse cheques on and to withdraw moneys from such account and generally operate upon same (whether overdrawn or not) as may be required for any of the objects or purpose of the company.
27. To establish and maintain from time to time such branches of the company and agencies either in different parts of India or elsewhere and to make such regulations for their managements

and to close and discontinue the same as the Directors of the Company for the time being may from time to time determine and appoint representatives in any part of the world, for the conduct of the business of the company or for purchase, sale or exchange either for ready delivery or future delivery of any merchandise, commodities, goods, wares, machinery, material products, articles and things required for or dealt in or manufactured by or at the disposal of the company.

28. To insure any of the persons, properties, undertaking contracts, guarantee or obligations or profits of the company, of every nature and kind in any manner whatsoever.
29. To refer any dispute claim or demand by or against the company to arbitration and observe and perform the awards.
30. To employ experts to investigate and to examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets property or rights.
31. To acquire from any persons, firm or body corporate or incorporate, whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plants layouts and blue-prints useful for the design, erection and operation of plant required for any of the business of the company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.
32. To be interested in, promote and undertake the formation and establishment of such institutions, associations, chamber of commerce, or other bodies, business, pools combines syndicates, industrial trading or manufacturing with in the objects of the company as may be considered to be conducive to the profit and interest of the company and to acquire, promote and/or subsidise any industry or undertaking.
33. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise and/or to make donations to any person company or association and to subscribe or guarantee money for any national/international charitable, benevolent, educational, public, general or other useful object, activity, exhibition, or trade, show, or for any purpose whatsoever which may be or appear to be conducive

directly or indirectly in furtherance of the objects of the Company or the interests of its members or for the welfare of the staff.

34. To establish, provide, maintain, conduct or otherwise subsidise, research laboratories and experimental stations, workshop, for scientific and technical researches, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, training colleges, schools and other institutions for training lectures, meetings and conferences and by providing the remuneration of scientific or technical professors, or teachers and by providing for the award of exhibitions, scholarships, prizes, grants and parasaries to students or otherwise and generally to encourage, promote and reward studies, researches, investigations experiments, test and inventions of any king that may be considered likely to assist any business which the company is authorised to carry on.
35. To enter into any arrangements and take all necessary or proper steps with the Governments or with other authorities, supreme, national, local, municipal or otherwise of any place in which the Company may have interest and to carry on any negotiations or operations for the purpose of directly carrying out the objects of the Company or effecting any modifications in the constitution of the company or furthering the interests of its members and to oppose any such steps taken by the other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of he company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation, which may appear to be in the interest of the company and to oppose and assist whether directly or indirectly legislation which may seem disadvantageous to the company and to obtain from any such Government authority or any company and charters, contracts, decess, rights, agents, loans, privileges or concessions which the company may think fit desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.
36. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, radio etc., be circulars, posters by purchase and exhibition of works of art or interest by

publication of books periodicals and by granting prizes, awards and donations (including donations to any fund for charitable or public purpose).

37. To promote, form and register and aid in promotion, formation and registration of any company, subsidiary or otherwise for the purpose of acquiring all or any of the property, undertaking rights and liabilities of this company or for any other purpose which may seem directly or indirectly calculated to benefit this company and to be interested in or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures and other securities in or of any such company, or any other company for all or any other objects mentioned in this Memorandum and to subsidize or otherwise assist any such company and to undertake the management and or other work, duties and business of any such terms and conditions as may be arranged.
38. To create any depreciation fund, reserve fund, sinking fund, dividend equalisation fund, capital redemption fund, or any other special fund whether for depreciation or for repairing, improving extending or maintaining of the property 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.
39. To provide for the welfare of the Directors, ex-Directors Employees or ex-employees of the company or its predecessors in business and the wives and the families or dependents or connection of such persons by building or contributing to the building of house, dwelling chawls or quarters or by grants of money, pensions, gratuities, allowances, bonuses awards profits sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the company shall deem fit and to establish , maintain and grant scholarships to any persons for technical study and education in India and elsewhere which may be necessary or useful for any of the objects of the Company 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 normal or other claim to support or aid by the company either by reason or locality of operation or of public and general utility or otherwise.

40. To aid, pecuniarily or otherwise any association or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
41. To pay out of the funds of the company, all expenses of and incidental to the promotion, formation, registration, advertisements of this company and the issue and subscription of the shares or loans or Capital including brokerages underwriting, or other commission for obtaining applications for or placing or guaranteeing the placing of shares or any debentures, debenture stocks and other securities of this company and also all expenses attending the issue or any circular or notices and the printing, stamping, circulating of proxies and forms to be filled up by the members of the Company.
42. To do all or any of the above things and all such things as and incidental or may be conducive to the attainment of the objects or any of them in part of India or elsewhere and as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others.
43. To carry on the business of washing, purifying, scouring, knitting, bleaching, wringing, drying, ironing, colouring, disinfecting, renovating and preparing, weaving, apparel, household, and domestic silk, linen, cotton, woollen goods and fabrics.
44. To carry on business of manufacturers, bleachers, dyers, mercerisers, printers, engravers and sellers of yarns, cloth, fabrics made from cotton, jute, wool, silk, artsilk, rayon, nylon, man-made synthetic fibres, staple fibres and other suitable material, tissues and textile goods, weaving mills, proprietors in all their branches.
45. To erect, purchase take on lease or otherwise acquire dismantle, dispose off and/or to develop and work for profit spinning and weaving mills, gins presses for pressing cotton and other merchandise into bales, to engage in spinning and weaving of any and every kind and description and to engage in and carry on any kind of business analogous thereto, including spinning, weaving and manufacturing, finishing and marketing of all kinds of yarn, cloth and piece goods and fibrous material and fabrics into compositions of which enters cotton, silk, artsilk, rayon, nylon, synthetic fibres, staple fibres, flex, hemp, jute, rope, twine, linen or wool or any one or more of them.

46. To gin kapas and to spin weave manufacture, dye, print, clean, press, pack, cotton, linen, silk, waste, droppings, fly wool, jute, hemp, flex and other fabric materials and things capable of being used for dyeing, printing, combing, bleaching and procession purpose, and sell, buy or otherwise deal in all such goods, yarn, cloth and other fibres and fabrics whether made or treated by the company or not.
47. To gin, press bale card, comb, scour, cut, spin, process, twist throw, reel, weave, knot, print, bleach, dye or finish synthetic fibre, staple - fibre, yarn or operations of whatsoever kind and nature in relation thereto.
48. To carry on the business of manufacturing, importing, exporting, selling, purchasing and dealing in water-proof and moist - proof cloth imitation clothing and other kinds' or leather, rubber, skins; carpets, canvas, fabrics, shoe and other footwear, hats caps and other headwear, covers, dresses, tents, papers, materials and other articles, raincoats, oil - skins, jackets, mackintoshes, clothes, upholstery, tailoring and other materials and other articles made therefrom.
49. To carry on, in any place in the world, any trade or business, whether manufacturing or otherwise whatsoever as may be in the opinion of the Directors of the Company, for the time being, be capable of being advantageously or conveniently carried on, by the company; by the way of extension of, or in connection with any of the Company's objects or calculated directly or indirectly, to develop any of the company's business, or to enhance the value of, or render profitable any of the Company's property or rights and to establish and maintain, any agencies in any part of the world, for the conduct of the business of the Company, or for the sale of any materials or things, for the time being at the disposal of the Company, for sale and to advertise and adopt means of making known or promoting the use of all or any of the manufactured products or goods of the company, or any articles or goods traded or dealt in by the company, in any way that may be thought advisable, including the posting of the bills in relation thereto and the issue of circulars, books, pamphlets and price - lists and the conducting of competitions exhibitions and giving of prizes, rewards and donations.
50. To assist any company, financially or otherwise or by issuing or guaranteeing the subscription and issue of Capital shares, stocks, debentures, debentures - stock or other securities and to hold and

deal in shares, stock and securities of the company, notwithstanding there may be liability thereon.

(C) OTHER OBJECTS :-

51. To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export, and deal in all factories, works, plant, machinery tools utensils, appliances, apparatus, product-materials, substances, articles and things capable of being used in any business which this company is competent to carry on or required by any customs of or persons having dealing with the company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products of residual and by products incidental to or obtained in any of the business carried on by the company.
52. To carry on the business of water-proofers and manufacturers of India-rubber, rubber tyres, leather, imitation leather cloth, plastics, oil cloth, lineoleum, tarpaulins, hospital sheetings and surgical bandages.
53. To carry on all or any of the business of silk, mercers, knitters, hosiers, manufacturers, importers and exporters and wholesale and retail dealers of and in artsilk, textile fabrics of all kinds, and generally of and in all manufactured goods, materials, provisions and produce connected with the main object mention hereinabove.
54. To carry on all or any of the business following :- namely silk spinners, cotton spinners and doublers, flex, hemp, and jute spinners, worsted spinners and woollen spinners cloth, linen, silk, raw silk, artsilk, rayon, staple yarn and worsted stuff manufacturers, flex, hemp, jute, wool, combers, bleachers and dyers and makers of vitriol, bleaching and dyeing materials and to purchase, comb, prepare, spin, dye print and deal in flex, hemp, jute, cotton, linen, silk, raw silk, artsilk, staple fibre, wool and other fibrous substances and to weave or otherwise manufacture, buy, sell and deal in cloth of all kinds and other goods and fabrics, whether textile, felted, netted or looped and to supply power and to construct, maintain, exchange, alter, improve mills, factories, ware-houses, tanks, chawls or other

building and to erect such machinery, engines apparatus and works where-on therein as may be necessary for the purpose of this company.

55. To carry on the business of makers, manufacturers, producers, spinners, weavers, converters, processors, purchasers, sellers, distributors, importers, exporters, commission agents, brokers, bleachers, dyers, printers and ginners and dealers in all type fibre yarn, woollen and knitted textiles non-woven textiles, bonded textile hosiery, belting cords, nets, moulded articles, carpets, blankets, tufted textiles, quilts, debts and garments, film and extrusions tapes and ropes and twines made from all natural mineral and man-made materials including cotton, wool, silk, rayon, nylon, polyester, acrylic glass, asbestos, jute hemp in all its form combination and blends thereon and including any other fibrous materials and the cultivation thereof and to transact all manufacturing or curing and preparing processes.
56. To carry or business, of spinners, weavers, makers, manufacturers, producers, purchasers, sellers, distributors, importers, exporters, commission agents, brokers, repairers, hirers, converters, engineers and dealers in all types of plant and machinery, apparatuses, devices, tools, contrivances, electrical machinery, together with their equipments, parts, accessories, tools, implements etc. of every kind and description for making, manufacturing, converting, altering, processing, printing, dyeing, bleaching, spinning, moulding all types of fibres, yarn woven and knitted textiles, nonwoven textile, bonded textiles hosiery belting cords, nets, moulded articles, carpets, garments, blankets, tufted textiles, quilts, webs, films and extrusions, ropes, tapes, twines and for dyes, chemicals, colours, resins and additives and compounds.
57. To manufacture, buy, sell and carry on business or deal in all kinds or dyes, chemicals, colours, paints, pigments and or any other articles.
58. To carry on in India or elsewhere the industry trade or business of manufacturers, producers, processors, importers, exporters, agents, suppliers, and otherwise of dealers in laminated papers, boards, sheets, films, density polythene fibres, sacks, metal contained and plastic products of all kinds including rods, films, tubes sections and gears in any form including impregnated, extruded, moulded, calendered or fabricated forms and forms of laminated papers/boards, sacks, sheets plastic, household,

industrial or any other form or type of any kind and any other materials, resins of all kinds including phenol, cresol, paralatic, epoxy, urea formaldehyde or any other natural or synthetic resins, either as resins or processed resins coating on paper or fabric for decorative, industrial or any other purpose, as also of plastic, laminated or any other boards of panels or articles made or plastic laminated or any other boards or articles as also or processing and finishing textile fabrics or papers or every kind for industrial or any other use.

59. To formulate, process, manufacture, mould extrude, laminate, fabricate, manipulate, export, import and or otherwise deal in, or carry on business in P. V. C. and all types of plastic materials, goods, articles or products of every kind and description, container and packaging of. metal, paper or plastic, expanded plastic such as polyurethane, polystyrene, polyesters, polyvinyl chlorides, rubber /phenol/ureacresol/ melamine based thermo settings, resins and other kinds of natural and synthetic plastics, whether raw, finished or otherwise.
60. To carry on in India or elsewhere the industry, trade or business of manufacturers, producers, processors, importers, exporters, agents, suppliers, distributors and otherwise of dealers in all types of chemicals and dyestuff, machinery plants, ferrous or nonferrous industries, processing edibles and nonedibles preservation, packing and refrigeration industries of any type either connected or unconnected with spinning which may be deem fit, by the director from time to time any other industry or business.
61. To carry on the business as manufacturers, exporters, importers, of and dealers in styrene, polystyrene, vinyl chloride, polyvinyl chloride, polyethylene, cellulosic plastics and other thermo settings and thermo plastic materials (synthetic or natural), petrochemicals, olefins, chemical compounds, oxygen, nitrogen,, hydrogen, hydrocarbon gases including ethylene, and acetylene reagents, agriculture chemicals, fertilizers, insecticides, fumigants weedicides, pesticides, detergents, colouring materials, pigments and paint, varnishes, lacquers, finishes, dyes, colours, dyestuffs, intermediates, textile auxiliaries, perfume and flavouring chemical, rubber chemicals, plastic anj| resinous materials, elastometers, gum glues and adhesive composites, plasticizers, surface acting agents tannins, tannin extracts, agents, coatings, resin, drugs, pharmaceutical products, biochemical and pharmaceutical chemicals, synthetic fibres, fertilizers of all types

of industrial chemicals, acid, alkalies, hormones, trace elements, sizing, bleaching, photographic and other preparations and articles of any nature and kind.

62. To purchase, sell or dispose of for cash or on credit, either in India or elsewhere, for immediate or future delivery and to import, export, manipulate, prepare for market deal in, and otherwise carry on business in piecegood, clothes and garments (ready-made or otherwise), yarn, sugar, grains, seeds oils, wheat, rice, spices, nuts, colours, dyes and other chemicals, chemical and other pharmaceutical products, rubber and rubber goods and products, raw cinema films, papers, strawboards, newspapers, magazines, journals, books (paper back or cloth bound), wood, timber, leather and leather goods, gold, silver, iron, steel, and other metals and minerals of all kinds of plastic and plastic products, electrical and mechanical machines, radios and other appliances, air conditioning and refrigeration appliances and equipment, gas, oil and electrical ovens of all description, furniture, fixtures, building materials, furnishings, fabrics of all kinds and varieties, crockery, cutlery, glassware, utensils, cycles carriages, carts, motor-cycles, motor cars, motor buses, motor trucks and other motor vehicles of all kinds, aeroplanes, and aeronautical vehicles of all kinds, boats, launches, barges, ships and other marine and naval vehicles of all kinds, locomotives, tractors and other mechanically or electrically propelled vehicles and machinery for agricultural, industry, commercial and other purposes and all other kinds of machinery, apparatuses, equipments and other goods, merchandise commodities and articles of all kinds.
63. To carry on the business of stationers, printers, lithographers, stereotypes, electro-typers, photographic printers, photolithographers, engravers, diesinkers, envelope manufacturers, book-binders, account-book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, cardboard manufacturers, typefounders, photographers, manufacturers and dealers in playing, visiting, railway, festive, complimentary and fancy cards and valentines, dealers in stamps, agents, designers, draftsman, ink-manufacturers, booksellers, publishers, paper manufacturers and dealers in the materials used in the manufacture of paper or dealers in or manufacturers of any other articles or things of character similar or analogous to the foregoing or any of them of connected therewith.

64. To carry on the business of soap manufacturers, to buy, sell manufacture, refine, prepare and deal in all kinds of oil and leaginous and substances and all kinds of unguents and ingredients and to carry on business as pharmaceutical manufacturing and general chemists and druggists and manufacturers of and dealers in all kinds of toilet requisites and manufacturers of all kinds of boxes and cases wholly of the cards, woods, metal or otherwise and printers, colour printers, publishers, stationers, candle makers, manufacturers of perfumes, collectors of flowers and perfume producing vegetation.
65. To carry on business as goldsmiths, silversmiths, jewellers, gem merchants, watch and clock makers, electro-platers, dressing-bag makers, and importers and exporters of bullion and to buy, sell and deal in (wholesale and retail) precious stones, jewellery, watches, clocks, gold, and silverplate, electro-plate, cutlery, dressing bags, bronzes articles of virtue, objects or art and such other articles and goods as the Company may consider capable of being dealt in, relation to its businesses, and to manufacture and to establish factories for manufacturing goods for the above business.
66. To cultivate grains, seeds, Cotton, wheat, tea, coffee, rubber or other produce and to carry on and work the business of cultivators, buyers, sellers and brokers of every vegetable mineral or other produce of the soil, to prepare, manufacture and render marketable any such produce, and to sell, dispose of and deal in any such produce, either in its prepared, I manufactured or raw state and either wholesale or retail.
67. To invest the funds of the company in any matter as the said company may think fit and without prejudice to the said generality.
- (a) In the purchase of lands and buildings, factories, machineries or any other property including agricultural or non-agricultural lands etc. or any interest therein or on ground rents, or upon the security of lands or any interest, whether reversionary or otherwise in lands in India or anywhere else in the world.
- (b) In such securities or, properties, immoveable or movable, real or personal, Indian or foreign and that either by way of loan or purchase and in such manner as the company think fit.

- (c) In debentures, debenture-stock, mortgages; stock or shares (Equity or preference) of any company, firm, association or corporation whether incorporated or registered in India or elsewhere in the world, from time to time, sell or convey, either absolutely or by way of mortgage or pledge, call in or otherwise converted into money any part of the funds of the company so laid and invested and stands purchased and again to lay out and invest, as before provided the money thereof arising as the company shall think fit and subject to the law to use any sum which may be set aside as a Reserve funds, as working capital or in any other way the company in general meeting may deem right, or to invest the same again as above.
68. To undertake financial and commercial obligations, transactions and operations of all kinds.
69. To carry on the business as general merchants, wholesalers, retailers, dealers, on its own account or on account of constitution or otherwise as manufacturers, millowners, factories, properties, financiers, factors, agents, adantias, commission agents, brokers and collectors in all or any kind of merchandise, either on cash or in credit or on deferred payment or on approval or on any terms the Directors may deem fit, and to work as constituted attorneys for any persons, firm or company for the object therein contained.
70. To act as selling and/or purchasing agents or brokers in general distributors, canvassers, indentors, consignors, carriers, hirers, consignees, agents or sub-agents of any other person, firm, corporation or company contractors, mucedams, clearing and forwarding agents, transport agents for all kinds of articles and goods on such terms and condition as the Directors of the company may think fit and generally to undertake, transact and execute all kinds of agency business and also trusts of all kinds.
71. To carry on any trade, agricultural, business, manufacture venture or commercial operation in or with, or in connection with the Union of India or in any other part of the world, in different kinds of merchandise, commodities goods, wares, products, articles and things as to purchase or otherwise acquire, exchange and re-purchase and to sell and re-sell or otherwise dispose of or sale in either future or ready delivery and either absolutely or conditionally, or on approval, or to do work upon

any merchandise, commodities, goods, wares produce, products, articles and things dealt in or traded by the company and to cover any such purchase or sales by options, cross-contracts or otherwise and to acquire by concession grant purchase, barter, lease licence or otherwise either absolutely or conditionally and either alone or jointly with others any land, buildings, machinery, plant, utensils, works, and any land buildings, machinery, plants and other moveable property of any description and any patents, trade marks concessions, provisions, privileges and other rights for the object and business of the company and to construct, maintain and alter any building or works necessary or convenient for the purpose of the company and to pay for such lands, buildings, works property and rights or any other property and rights purchased or acquired by or for this company by shares, debentures, debenture-stocks, bond or other securities, of the company or by cash or otherwise and to manage, develop, sell, let or lease or for hire, or otherwise dispose of or turn to account the same, as such time or times and in such manner and for such consideration as may be deemed proper or expedient.

72. To carry on the business of hirers, carriers, merchants, stockist, distributors, store-keepers, depot-keepers of goods and merchandise of all description.
73. To carry on business as promoters, entrepreneurs, capitalists, financiers, concessionaires, industrialists, manufacturers, consultants, advisers and merchants and to undertake and to carry on and execute all kinds of financial, industrial, manufacturing, processing and commercial trade and other operations except insurance and banking business within the meaning of the Banking Regulation Act respectively.
74. To deal in or engage in the manufacture of means and materials, metals, paper, plastics, hessian, cotton or any other material either single or in any combination required for packing or preservation and despatch of finished and unfinished goods, raw materials, articles required for the company of for sale.
75. To carry on the business or businesses of manufacturers, importers and exporters of and dealers in yarn, textile goods, materials including ready-made wear, cotton, woolen and silk or man-made fibre merchants, bleach dyers.
76. To carry on the business or businesses of manufacturers,

importers, exporters, dealers and merchants in Cotton, Silk, Woollen and Linen cloth and as contractors and dealers of processing, finished or other goods.

77. To carry on the business of foresters, afforesters, growers of, producers of and dealers in all varieties of agricultural products, grains, cereal, trees, shrubs and plants whether indigenous or exotic.
78. To cut down, remove, recover and sell timber and trees and plants of every description and to carry on the business of timber growers and the sale of timber and trees of every kind and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds.
79. To recover from trees, timber or wood, or any other like thing, by any process whatsoever, any product capable of being put to any commercial use or profit or to any scientific or other useful purpose and to buy, sell and deal in such articles and things.
80. To carry on the business or businesses of nurserymen, cultivators, gardeners and buyers of trees, plants, shrubs and every other vegetables products of the soil, to prepare, manufacture and render marketable any such products, and to sell, dispose of and deal in such products, either in its, or their prepared, manufactured or raw state and either by wholesale or retail.
81. To take up, purchase, hold, lease or otherwise acquire such lands and interests in lands as the company may deem necessary or suitable for any of the purposes of its business and in particular but without any way effecting the generality thereof to take up, purchase, hold, lease or otherwise acquire land and interests in lands for the purpose of agriculture, tree planting or afforestation and from time to time to plant and replant all lands so taken up, purchased, held, leased or otherwise acquired, with all kinds of trees, shrubs and plants whatsoever and to purchase and pay for the same and to do and perform all things precedent and incidental to such planting.
82. To use and employ any lands of the company in agricultural, horticultural or pastoral uses and to carry on the business of general farmers, agriculturist, dairy farmers, orchardist, pastoralists and equipment, engines, tackle, gear, furniture and stores, or any shares or interests in ships, vessels, aircraft, motor

and other vehicles, including shares, stocks or securities of companies, possessed or growers of produce of any description for which the lands may from time to time be found to be most adaptable or suitable.

83. To plant, grow, cultivate, produce and raise, purchase, sell, deal in or turn to account or otherwise, dispose of grains, tea, coffee, cinchona, cotton, coconuts, tobacco rubber, guttapercha and other gums, oilseeds and all other plants, grass, trees, crops, and natural products of any kind whatsoever or otherwise to cultivate any land and carry on the business of planters in all its branches to carry on and work the business of cultivators, winners and dealers of every kind of vegetable, mineral and other produce of the soil, to prepare, manufacture and render marketable any such produce and to sell, dispose of and deal in any such produce either in its prepared, manufactured or raw state and either wholesale or retail.
84. To manufacture, buy sell, import, export, refine, manipulate or otherwise deal in hardwares of all kinds, including nails, screws, nuts, bolts, rivets, tools, cutlery, instruments, machinery, accessories, electrical goods, electronic motors and other electrical equipments, mill gin stores, ores and metals and things and articles manufactured from them, glassware, chinawares, earthenwares, articles made from plastic or by synthetic or other process, leather goods, all articles made from bone or tusks, paints, varnishes and all other articles generally dealt in by hardware merchants.
85. To buy, sell, import, export, refine, manipulate, and to search for, get work raise, make merchantable or otherwise deal in irons and metals of all kinds including alloys, aluminium, copper and metal composites, coal, mica and other minerals and mineral oils, to quarry, stones, diamonds and other substances and to carry on business as miners and acquire, prospect, explore, work, excise, develop and turn to account mining rights, metalliferous land or any interest therein and to win, get, quarry, smelt, refine, manipulate and prepare for market all kinds of ores, metals (including precious stones) and other things found in or upon the earth.
86. To plant, grow, cultivate, purchase, manufacture, produce, refine, prepare, import, export, sell and generally deal in sugar, sugar-beets, sugarcanes, molasses, syrups and melada and alcohol and all products or by-products thereof and foods

products generally and in connection therewith to acquire, construct and operate sugar and other refineries, buildings, mills, factories, distilleries and other works.

87. To carry on the business as producers of, dealers in and preservers of food, foodgrains, vegetables, fruits, dairy farms and garden produce of all kinds and in particular, canned foods such as syrups, fruit juices, vinegar, wines, cordial, assavas, sweets, condiments, baby-food, fruit product, vegetables of all kinds milk cream, butter, cheese, poultry and all allied producers and by-products thereof and for the purposes thereof to establish preservation centres at any places or places and to develop such and other allied businesses, to give subsidies to farmers, fisherman and other persons doing such business or who can grow and/or produce necessary materials required by the Company.
88. To establish maintain and operate shipping, air, transport and road transport services (public or private) and all ancillary services, for these purposes or as independent undertaking to purchase take in exchange, charter, hire, build, construct or otherwise acquire and to own, work, manage and trade with stream, sailing, motor and other ships trawlers, drifters, tugs and motor and other vehicles with all necessary and convenient interested in any ships, aircrafts or vehicles and to maintain, repair fit, refit, improve, insure, alter, sell, exchange, or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, vessels, aircraft and vehicles, shares, stock and securities or any of the engines, tackle, gear, furniture, equipment, and stores of the Company.
89. To undertake and carry on all or any of the trades and businesses, of shippers, ship owners, ship brokers, shipping agents and insurance brokers, underwriting, ship managers, tug owners, shipping agents, loading brokers, freight contractors, carriers by land, air and water, transport, haulage and general contractors, barge owners, lighterman, railway and forwarding agents, dock owners, engineers, ice merchants, refrigerator store keepers, ships' store merchants, ships husbands, stevedores, warehousemen wharfinger, salvors, ship builders, ship repairers, manufacturers of and dealers in rope, tarpaulins, waterproofs, machinery, engines, nautical instruments and ships rigging, gear, fittings and equipment of every description, importers and exporters of and dealers in goods, provisions, live

and dead stock, commodities articles, chattels, merchandise and property of every kind, general traders and merchants and generally to carry on the said business either as principals or agents or on commission or otherwise.

90. To own, charter or hire steamers and other ships and vessels, boats, barges and launches and to employ the same in the conveyance of produce and merchandise of all kinds on any rivers, channels, seas or waters in India and abroad and between such ports in any part of the world, as may seem expedient.
91. To carry on all kinds of exploration, prospecting and mining business and operations, in any part of India and in particular to prospect, search for examine and explore mines and ground supposed to contain minerals of any kind whatsoever or precious stones and to search for and obtain information in regard to mines, mining claims, mining districts and localities.
92. To prospect and search for, win, get, quarry, crush, reduce, amalgamate, dress, refine and prepare for market auriferous and other quartz, manganese, copper and ore, metal, coal, iron, stone and mineral substances of all kinds and precious stones and generally to carry on any metallurgical or mineralogical operations.
93. To purchase or otherwise acquire and to sell, dispose of and deal with mines and mining rights and property supposed to contain precious stones of all kinds and undertakings connected therewith and to buy, sell, refine, manipulate and deal in minerals of all kinds.
94. To carry on the trade or business of mines and colliery proprietors, miners, dealers in precious stones and miners of all kinds and builders and contractors in all their respective branches.
95. To search for, get, work, raise make merchantable, buy, sell, and deal in coal, ironstone, manganese and other metals, minerals and substances.
96. To carry for hire, as common carriers or otherwise passengers, cattle, mineral products, merchandise and goods on and over any railway road, tramway, bridge, ferry, river, canal and/or sea and in so far as it may be necessary for carrying out objects of the company.

97. To acquire, be interested in, construct, maintain, carry out, improve, work, alter, control and manage any tramways, railways, steam-boats, roads, bridges, tunnels, water-works, water-rights, canals, irrigation works, gas-works, coal mines, electric works, reservoirs, water-courses, furnaces stamping works smelting works, factories, warehouses and other works and conveniences which the company may think conducive to any of its object or which may seem calculated directly or indirectly to promote the company's interests, and to contribute to and take part in the constructing, maintaining, carrying on, improving working, controlling and managing of any such works or conveniences.

And it is hereby declared that :

- (1) The object incidental or ancillary to the attainment of the main objects of the company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the company herein mentioned.
- (2) The Word "Company" (save when used with reference to this company) in this memorandum shall be deemed to include any partnership or other body or association of persons whether incorporated or not wherever domiciled,

IV. The liability of the members is limited.

*V. The Authorized Share Capital of the Company is Rs. 12,00,00,000 (Rupees Twelve Crores only) divided into 5,50,00,000 (Five Crores Fifty Lakhs) Equity Shares of Rs.2/- each, 25,000 (Twenty Five Thousand) 11% Redeemable Cumulative Preference Shares of Rs. 100/- each and 7,50,000 (Seven Lakhs Fifty Thousand) Redeemable Preference Shares of Rs. 10/- each. The Rights of the holders of shares for the time being forming part of the Capital of the Company may be modified, affected, abrogated, varied, extended or surrendered in accordance with the Article of Association of the Company statutory provisions for the time being in force in that behalf.

Any Shares of the original or increased capital may from time to time be issued with guarantee or any right of preference whether in respect of dividened or of repayment of capital or both or any other special privilege or advantage over any shares previously issued or then about to be issued or with deferred or qualified rights as compared with any shares previously issued or subject to any provisions or conditions and with any special rights or limited right or without any right of voting and generally on such terms as the company may from time to time determine.

* Amended vide Special Resolution passed by the Members at the 39th Annual General Meeting held on 09th September,2017.

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

Name, Address, Occupation and Description of Subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and their Addresses Description and Occupations
<p>Dharaprasad R. Poddar S/o. Ramrikhdas 11th Floor, Mount Unique, 62, Peddar Road, Bombay - 400 026.</p> <p>Business</p>	Five 5	Sd/- Dharaprasad Poddar	<p>Sd/- A.K. LAKSHMINARAYAN Accounts Officer, International Rubber & General Industries Pvt. Ltd., 18/24, Nandlal Jani Road, Bombay - 400 009.</p>
<p>Mahabirprasad R. Poddar S/o. Ramrikhdas 11th Floor, Mount Unique, 62, Peddar Road, Bombay - 400 026.</p> <p>Business</p>	Five 5	Sd/- Mahabirprasad Poddar	
	Ten 10		

Dated this 16th day of June 1978

ARTICLES OF ASSOCIATION
OF
SIYARAM SILK MILLS LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed on 25th July, 2019 in substitution for and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the company

TABLE 'F' EXCLUDED

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| 1. (1) The regulations contained in the Table marked 'F' in 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. | Table 'F' not to apply. |
| (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. | Company to be governed by these Articles. |
| 2. (1) In these Articles | |

INTERPRETATION

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| (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. | "Act" |
| (b) "Articles" means these articles of association of the Company or as altered from time to time. | "Articles" |
| (c) "Board of Directors" or "Board", means the collective body of the directors of the Company. | "Board of Directors" or Board |
| (d) "Company" means Siyaram Silk Mills Limited. | "Company" |
| (e) "Month" means a Calendar Month. | "Month" |

- “Rules” (f) “Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
- “Seal” (g) “seal” means the common seal of the Company.
- “Number” and “Gender” (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
- “Persons” (3) Words importing persons shall include Corporation, Association, Limited Liability Partnership and Firms as well as individuals.
- Expressions in the Articles to bear the same meaning as in the Act or Rules (4) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

- Shares under control of Board 3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- Directors may allot shares otherwise than for cash 4. 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.
- Kinds of Share Capital 5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
- (a) Equity share capital:
- (i) with voting rights; and / or
- (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (b) Preference share capital
- Issue of certificate 6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
- (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. Certificate to bear seal
- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. One certificate for shares held jointly
7. 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 dematerialised 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. Option to receive share certificate or hold shares with depository
8. 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, without any charge and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. Issue of new certificate in place of one defaced, lost or destroyed
9. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc
10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. Power to pay commission in connection with securities issued
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules. Rate of commission in accordance with Rules
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. Mode of payment of commission

- Variation of members' rights
11. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and 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.
- Provisions as to general meetings to apply mutatis mutandis to each meeting
- (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one third of the issued shares of the class in question.
- Issue of further shares not to affect rights of existing members
12. 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.
- Power to issue redeemable preference shares
13. 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.
- Further issue of share capital
14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in 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.
- Mode of further issue of shares
- (2) 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

15. (1) The Company shall have a first and paramount lien -
- Company's lien on shares
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

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

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

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

Lien to extend to dividends, etc.

16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien. Upon any such sale as aforesaid, the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.

As to enforcing lien by sale

Provided that no sale shall be made —

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

17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

Validity of sale

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

Purchaser to be registered holder

- (3) 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.

Validity of Company's receipt

- (4) 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.

Purchaser not affected

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| Application of proceeds of sale | 18. | (1) 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. |
| Payment of residual money | (2) | 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. |
| Outsider's lien not to affect Company's lien | 19. | 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 recognise 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. |
| Provisions as to lien to apply mutatis mutandis to debentures etc. | 20. | The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company. |

Calls on shares

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| Board may make calls | 21. | (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. |
| Notice of call | (2) | Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. |
| Board may extend time for payment | (3) | The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. |
| Revocation or postponement of call | (4) | A call may be revoked or postponed at the discretion of the Board. |
| Call to take effect from date of resolution | 22. | 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. |
| Liability of joint holders of shares | 23. | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. |

24. (1) 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 ten per cent per annum or at such lower rate if any as the Board may determine. When interest on call or instalment payable
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part Board may waive interest
25. (1) 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. Sums deemed to be calls
- (2) 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. Effect of non-payment of sums
26. The Board - Payment in anticipation of calls may carry interest
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding unless the Company in the general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance. 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.
27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. Instalments on shares to be duly paid

- Calls on shares of same class to be on uniform basis 28. All calls shall be made on a uniform basis on all shares falling under the same class.
- Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
- Partial payment not to preclude forfeiture 29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.
- Provisions as to calls to apply mutatis mutandis to debentures, etc 30. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

Transfer of shares

- Instrument of transfer to be executed by transferor and transferee 31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- Board may refuse to register transfer 32. The Board may, subject to the right of appeal conferred by the Act decline to register -
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.
- Board may decline to recognise instrument of transfer 33. In case of shares held in physical form, the Board may decline to recognise 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.

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
- Transfer of shares when suspended
- 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.
35. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.
- Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.

Transmission of shares

36. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
- Title to shares on death of a member
- (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- Estate of deceased member liable
37. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -
- Transmission Clause
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- Board's right unaffected
- (3) 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.
- Indemnity to the Company
38. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- Right to election of holder of share
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- Manner of testifying election

- Limitations applicable to notice (3) 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.
- Claimant to be entitled to same advantage 39. 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 register 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.
- Provisions as to transmission to apply mutatis mutandis to debentures, etc 40. 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.
- Forfeiture of shares**
- If call or instalment not paid notice must be given 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.
- Form of notice 42. The notice aforesaid shall:
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- In default of payment of shares to be forfeited 43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

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. Receipt of part amount or grant of indulgence not to affect forfeiture
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 members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. Entry of forfeiture in register of members
46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. Effect of forfeiture
47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. Forfeited shares may be sold, etc
- (2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. Cancellation of forfeiture
48. (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. Members still liable to pay money owing at the time of forfeiture
- (2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. Member still liable to pay money owing at time of forfeiture and interest
- (3) 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. Cesser of liability

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| Certificate of forfeiture | 49. (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; |
| Title of purchaser and transferee of forfeited shares | (2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; |
| Transferee to be registered as holder | (3) The transferee shall thereupon be registered as the holder of the share; and |
| Transferee not affected | (4) 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. |
| Validity of sales | 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. |
| Cancellation of share certificate in respect of forfeited shares | 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. |
| Surrender of share certificates | 52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit. |
| Sums deemed to be calls | 53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. |
| Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc. | 54. 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

55. Subject to the provisions of the Act, the Company may, by ordinary resolution - Power to alter share capital
- (a) increase the share capital by such sum, to be divided into shares of such amount as specified in the said resolution;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:
- Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
56. Where shares are converted into stock: Shares may be 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; Right of stockholders
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.

- Reduction of capital
57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any securities premium account; and/or
 - (d) any other reserve in the nature of share capital.

Joint-holders

- Joint-holders
58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- Liability of Joint- holders
- (a) The joint-holders of any share 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 share.
- Death of one or more joint-holders
- (b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
- Receipt of one sufficient
- (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- Delivery of certificate and giving of notice to first named holder
- (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 certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- Vote of 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.

(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. Executors or administrators as joint holders

(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names. Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.

Capitalisation of profits

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

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

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

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards : Sum how applied

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares 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).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

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

60. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - Power of the Board for capitalisation

(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) generally do all acts and things required to give effect thereto.

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

- (2) 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 authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

Agreement binding on members

- (3) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

Buy-back of shares

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

General meetings

Extraordinary general meeting

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

Powers of Board to call extraordinary general meeting

63. (1) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (2) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

Presence of Quorum

64. (1) 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.

Business confined to election of Chairperson whilst chair vacant

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

Quorum for general meeting

- (3) The quorum for a general meeting shall be as provided in the Act.

Chairperson of the meetings

65. The Chairperson of the Company, if willing, shall preside as Chairperson at every general meeting of the Company.

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| Directors to elect a Chairperson | 66. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. |
| Members to elect a Chairperson | 67. 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, on a show of hands, choose one of their members to be Chairperson of the meeting. |
| Casting vote of Chairperson at general meeting | 68. 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, in addition to his own vote or votes to which he may be entitled as a member. |
| Minutes of proceedings of meetings and resolutions passed by postal ballot | 69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members 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. |
| Certain matters not to be included in Minutes | (2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - <ul style="list-style-type: none"> (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. |
| Discretion of Chairperson in relation to Minutes | (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. |
| Minutes to be evidence | (4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. |

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- Inspection of minute books of general meeting
- (a) be kept at the registered office of the Company; and
- (a) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays and Sundays.
- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as fixed / as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above:
- Members may obtain copy of minutes
- Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.
71. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.
- Powers to arrange security at meetings
- Adjournment of meeting**
72. (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.
- Chairperson may adjourn the meeting
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- Business at adjourned meeting
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- Notice of adjourned meeting
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- Notice of adjourned meeting not required

Voting rights

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| Entitlement to vote on show of hands and on poll | 73. 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. |
| Voting through electronic means | 74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. |
| Vote of joint-holders means | 75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. |
| Seniority of names | |
| How members non compos mentis and minor may vote | 76. 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. |
| Votes in respect of shares of deceased or insolvent members, etc | 77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. |
| Business may proceed pending poll | 78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. |
| Restriction on voting rights | 79. 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. |
| Restriction on exercise of voting rights in other cases to be void | 80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken or on any other ground not being a ground set out in the preceding Article. |

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. Equal rights of members
82. (1) 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. No Objection to be raised except at the meeting
- (2) Any such objections made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive

Proxy

83. (1) 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; but a proxy so appointed shall not have any right to speak at the meeting. Member may vote in person or otherwise
- (2) 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. Proxies when to be deposited
84. An instrument appointing a proxy shall be in the form as prescribed in the Rules. Form of proxy
85. 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: Proxy to be valid notwithstanding death of the principal
- 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

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| First Directors | 86. The First Director of the Company shall be Shri. Mahabir Prasad Poddar, Shri. Dharaprasad Poddar and Shri. Ramprasad Poddar. |
| Board of Directors | 87. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 4 (four) and shall not be more than 15 (fifteen). |
| Directors not liable to retire by rotation | 88. (1) 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. |
| Same individual may be Chairperson and Managing Director/ Chief Executive Officer | (2) 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. |
| Remuneration of directors | 89. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. |
| Remuneration to require members' consent | (2) 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 by an ordinary resolution passed by the Company in general meeting. |
| Travelling and other expenses | (3) 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— <ul style="list-style-type: none"> (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. |
| Execution of negotiable instruments | 90. All cheques, promissory notes, drafts, hundis, bills of negotiable exchange and other negotiable instruments, and all receipts instruments for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine. |
| Appointment of additional directors | 91. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. |

- (2) 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. Duration of office of additional director
92. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. Appointment of alternate director
- (2) 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. Duration of office of alternate director
- (3) 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. Re-appointment provisions applicable to Original Director
93. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. Appointment of director to fill a casual vacancy
- (2) 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. Duration of office of Director appointed to fill casual vacancy

Powers of Board

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

Proceedings of the Board

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| When meeting to be convened | 95. | (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. |
| Who may summon Board meeting | | (2) The Chairperson or any one Director or the company secretary on the direction of the Chairperson or any one director shall, at any time, summon a meeting of the Board. |
| Quorum for Board meetings | | (3) The quorum for a Board meeting shall be as provided in the Act. |
| Participation at Board meetings | | (4) 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. |
| Questions at Board meeting how decided | 96. | (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. |
| Casting vote of Chairperson at Board meeting | | (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. |
| Directors not to act when number falls below minimum | 97. | 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. |
| Who to preside at meetings of the Board | 98. | (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. |
| Directors to elect a Chairperson | | (2) 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 directors present may choose one of their number to be Chairperson of the meeting. |
| Delegation of powers | 99. | (1) 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. |
| Committee to conform to Board regulations | | (2) 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. |
| Participation at Committee meetings | | (3) 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. |

100. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. Chairperson of Committee
- (2) 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 chose one of their members to be the chairperson of the meeting. Who to preside at meetings of Committee
101. (1) A Committee may meet and adjourn as it thinks fit. Committee to meet
- (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. Questions at Committee meeting how decided
- (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote. Casting vote of Chairperson at Committee meeting
102. 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. Acts of Board or Committee valid notwithstanding defect of appointment
103. 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. Passing of resolution by circulation

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

104. (a) Subject to the provisions of the Act,— Chief Executive Officer, etc
- 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.
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Director may be chief executive officer, etc.

- (c) A provision of the act or these regulations requiring or authorising a thing to be done by or to a director and Chief Executive officer, manager, company secretary or Chief financial officer shall not be satisfied by its being done by or to the same person acting both as a director and as, or in place of, Chief Executive officer, manager, company secretary or Chief financial officer.

Registers

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| Statutory registers | 105. | The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays and Sundays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as fixed/as may be fixed by the Board but not exceeding the limits prescribed by the Rules. |
| Foreign register | 106. | <p>(a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.</p> <p>(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.</p> |

The Seal

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| The seal, its custody and use | 107. | (1) The Board shall provide for the safe custody of the seal. |
| Affixation of seal | | (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director and of the Company Secretary or such other person as the Board may appoint for the purpose; and such director and the Company Secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. |

Dividends and Reserve

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| 108. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. | Company in general meeting may declare dividends |
| 109. 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. | Interim dividends |
| 110. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied 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. | Dividends only to be paid out of profits |
| (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. | Carry forward of profits |
| 111. (1) 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 where of the dividend is paid but if 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. | Division of profits |
| (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. | Payments in advance |
| (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. | Dividends to be apportioned |
| 112. (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable to him to the Company on account of calls or otherwise in the Company and relation to the shares of the Company. | No member to receive dividend whilst indebted to the Company dividend and Company's right to reimbursement therefrom |
| (2) 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. | Retention of dividends |

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| Dividend how remitted | 113. (1) 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. |
| Instrument of payment | (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. |
| Discharge to Company | (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. |
| Receipt of one holder sufficient | 114. 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. |
| No interest on dividends | 115. No dividend shall bear interest against the Company. |
| Waiver of dividends | 116. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. |

Accounts

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| Inspection by Directors | 117. (1) The books of account and books of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. |
| Restriction on inspection by members | (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. |

Winding up

118. Subject to the applicable provisions of the Act and the Rules made thereunder - Winding up of Company
- (a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
 - (b) 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.
 - (c) 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

119. (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 travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, managing director, whole time director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity. Directors and officers
right to indemnity
- (b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement 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. Insurance

General Power

General Power

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

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

Name, Address, Occupation & Description of Subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness with their address, description and occupation
Dharaprasad R. Poddar S/o Ramrikhdas 11th Floor, Mount Unique, 62 Peddar Road, Bombay-400 026. Business	Five 5	Sd/- Dharaprasad Poddar	Sd/- A.K. LAKSHMINARAYAN Accounts Officer, International Rubber & General Industries Pvt. Ltd., 18/24, Nandlal Jani Road, Bombay- 400 009
Mahabirprasad R. Poddar S/o Ramrikhdas 11th Floor, Mount Unique, 62 Peddar Road, Bombay-400 026. Business	Five 5	Sd/- Mahabirprasad Poddar	
	Ten 10		

Dated this 16th day of June, 1978

HIGH COURT, BOMBAY

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 443 OF 2016

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 353 OF 2016

Balkrishna Synthetics Limited.....Petitioner

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

and

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

and

In the matter of Scheme of Amalgamation of Balkrishna Synthetics Limited with Siyaram Silk Mills Limited

Called for hearing

Mr. Hemant Sethi i/b Mr. Hemant Sethi & Co. Advocates, for the Petitioner.

Mr. Navan S Patil, i/by Pankaj Kapoor for Regional Director

Mr. Vinoid Sharma Official Liquidator, High Court, Bombay.

CORAM: S.C.Gupte, J.


DATE: 22nd November, 2016

PC:

1. Heard the learned counsel for the Petitioner and the Regional Director.
2. The sanction of the Court is sought to the Scheme of Amalgamation of Balkrishna Synthetics Limited with Siyaram Silk Mills Limited.
3. Learned Advocate for the Petitioner submits that since the Petitioner Company is wholly owned subsidiary of the Transferee Company and

HIGH COURT, BOMBAY

all the shares of the Petitioner Company are presently held by Siyaram Silk Mills Limited, the Transferee Company and after the Scheme being sanctioned, no new shares are required to be issued to the members of the Petitioner Company by the Transferee Company and there would be no reorganization of the Share Capital in the Transferee Company and also in view of the judgment of this Court in Mahaamba Investments Limited Versus IDI Limited (2001) 105 Company Cases, filing of a separate Company Summons for Direction and Company Scheme Petition by Siyaram Silk Mills Limited, the Transferee Company was dispensed with, in pursuance of order dated 4th May 2016 passed in CSD No. 353 of 2016.

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4. The learned Counsel for the Petitioner submits that the Petitioner Company is engaged in the business of buying, selling, exchanging, and processing in textile products.
 5. The reason justifying Amalgamation is that both the Companies are contemplating this Scheme of Amalgamation which would *inter alia* have the benefits of consolidation of business and managerial expertise thereby giving additional strength to the operations and management. The amalgamation of Petitioner Company with the Transferee Company would result in significant efficiencies, including reduction of overheads, administrative, managerial and other expenditure and optimal utilization of various resources.
 6. The Transferor Company and the Transferee Company have approved the Scheme by passing the Board Resolutions which are annexed to

HIGH COURT, BOMBAY

the Company Scheme Petition filed on behalf of the Petitioner Company.


7. The Counsel for the Petitioner further states that the Petitioner Company has complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition has been filed in consonance with the orders passed in Company Summons for Direction.
8. The Counsel for the Petitioner further states that the Petitioner Company has complied with all requirements as per the directions of this Court and they have filed necessary Affidavits of compliance in the Court. Moreover, the Petitioner Company through their Counsel undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 1956 or Companies Act 2013, as may be applicable and the rules made there under. The said undertaking is accepted.
9. The Regional Director has filed an Affidavit on 17th November 2016 stating therein that save and except as stated in paragraphs 6(a) and 6(b) of the said Affidavit, it appears according to Regional Director that the Scheme is not prejudicial to the interest of shareholders and public. In paragraphs 6(a) and 6(b) of the said Affidavit, the Regional Director has stated that :
 - (a) *In view of para 5(ix) as the accounting shall be on the basis of the "Purchase Method" of accounting. Accordingly, as per AS-14, the Transferee Company to provide the details of consideration allocated to individual identifiable assets and*



HIGH COURT, BOMBAY

the liabilities of the Transferor Company on the basis of their fair value at the date of amalgamation.

- (b) *That the deponent further submits that the tax issue, if any, arising out of this scheme shall be subject to final decision of the Income tax authority and approval of the Scheme by Hon'ble High Court may not deter the income tax authority to scrutinize the tax returns filed by the Petitioner Company after giving effect to the amalgamation. The decision of the income tax authority is binding on the Petitioner Company.*



10. As far as observations made in paragraph 6(a) of the Affidavit of Regional Director are concerned, the Petitioner Company through its Counsel undertakes to carry out the necessary valuation exercise after the Scheme becoming effective and record the assets and liabilities at their respective fair values. Para 36 of AS-14 provides that in preparing the Transferee Company financial statement, the assets and liabilities of the Transferor Company should be incorporated at their existing carrying value or, alternatively, the consideration should be allocated to individual identifiable assets and liabilities on the basis of their fair values at the date of amalgamation. The Petitioner will have to accordingly incorporate the values of assets and liabilities on either of the bases appearing in AS-14. The Petitioner Company undertakes to comply with the requirements of AS-14, which are statutory requirements under section 211(3C) of the Companies Act, 1956 (corresponding to Section 133 of the Companies Act, 2013). The undertakings given by the Petitioner Company are accepted.

11. As far as observations made in paragraph 6 (b) of Affidavit of the Regional Director is concerned, the Petitioner Company undertakes to comply with all applicable provisions of the Income-tax Act, 1961 and all issues arising out of the Scheme will be met and answered in accordance with law.

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12. The Official Liquidator has filed his report on 3rd October 2016 stating therein that the affairs of the Petitioner Company has been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved.
13. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
14. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition filed by the Petitioner Company is made absolute in terms of prayer clause (a) of the Petition.
15. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.
16. Petitioner Company is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form INC 28 in addition to physical copy as per the provisions of the Companies Act 2013.
17. The Petitioners to pay cost of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from today.
18. Filing and issuance of the drawn up order is dispensed with.

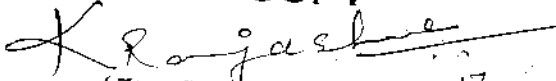
HIGH COURT, BOMBAY

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19. All concerned authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S.C.Gupte, J.)**CERTIFICATE**

I certify that this Order uploaded is a true and correct copy of original signed order.
 Uploaded by: Shankar Gawde, Stenographer

TRUE-COPY

(R. C. KALE) 4-1-17
 COMPANY REGISTRAR
 HIGH COURT (O.S.)
 BOMBAY

TRUE COPY

 Section Officer
 High Court, Appellate Side
 Bombay



7

SCHEME OF AMALGAMATION

OF

BALKRISHNA SYNTHETICS LIMITED

WITH

SIYARAM SILK MILLS LIMITED

UNDER SECTIONS 391-394 OF THE COMPANIES ACT, 1956



SCHEME OF AMALGAMATION
OF
BALKRISHNA SYNTHETICS LIMITED
WITH
SIYARAM SILK MILLS LIMITED
UNDER SECTIONS 391-394 OF THE COMPANIES ACT, 1956

PREAMBLES

This Scheme provides for the amalgamation of Balkrishna Synthetics Limited (hereinafter referred to as “BSL” or the “Transferor Company”) with Siyaram Silk Mills Limited (hereinafter referred to as “SSML” or the “Transferee Company”) pursuant to Sections 391 to 394 of the Companies Act, 1956 and any corresponding provisions of the Companies Act, 2013 upon their notifications (including any statutory modifications or amendments thereof for the time being in force).

DESCRIPTION OF THE COMPANIES

1. Siyaram Silk Mills Limited (“SSML” or the “Transferee Company”) is a public company incorporated under the provisions of the Companies Act, 1956 and having its registered office at H-3/2, MIDC, A - Road, Tarapur, Boisar, Dist: Palghar- 401 506. The Corporate Identification No. of SSML is L17116MH1978PLC020451. SSML is engaged in the business of manufacturing, buying, selling, importing and exporting of Fabrics, Yarn, Readymade Garments and other Textile products and is listed on the BSE Limited and National Stock Exchange of India Limited.

2. Balkrishna Synthetics Limited (“BSL” or the “Transferor Company”) is a public company incorporated under the provisions of the Companies Act, 1956 and having its registered office at B/6 Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai-400013 Maharashtra, India. The Corporate Identification No. of BSL is U17299MH2007PLC168720. and is engaged in the business of buying, selling, exchanging, processing, importing, exporting or dealing, inter alia, in textile products. SSML acquired the 100% share capital of BSL and now, BSL is a wholly

owned subsidiary of the SSML. At the time of acquisition of BSL, all the requisite approvals from the Board of Directors, Shareholders etc. as the case may be applicable were obtained.

RATIONALE AND PURPOSE OF THE SCHEME

Given that both BSL and SSML are part of the same Group and that BSL is a wholly owned subsidiary of SSML, this Scheme of Amalgamation envisaged:

- a. Consolidation of business and managerial expertise of the companies involved thereby giving additional strength to the operations and management of the Transferee Company.
- b. The amalgamation of BSL with SSML would result in significant efficiencies, including reduction of overheads, administrative, managerial and other expenditure and optimal utilization of various resources.

1. DEFINITIONS

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

- 1.1 “**Act**” or “**the Act**” means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force, including the Companies Act, 2013 and provisions thereof as are notified and applicable from time to time and shall include any statutory modifications, re-enactment or amendments thereof.
- 1.2 “**Appointed Date**” for the purpose of this Scheme of Amalgamation means 1st April 2015.
- 1.3 “**Board of Directors**” means the Board of Directors of Balkrishna Synthetics Limited and Siyaram Silk Mills Limited, as the context may require and includes committee thereof.
- 1.4 “**Court**” or “**High Court**” means the Hon’ble High Court of Judicature at Bombay and shall include the National Company Law Tribunal, as the case may be, under Section 391 to 394 of the Act.

1.5 **“Effective Date”** means the last of the dates on which all conditions, matters and filings mentioned in Clause 17 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained.

References in this Scheme to the date of **“coming into effect of this Scheme”** or **“upon the Scheme being effective”** shall mean the Effective Date.

1.6 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form submitted to the High Court or with any modification(s) made under Clause 15 of this Scheme or with such other modifications / amendments as the High Court may direct.

1.7 **“SEBI”** means Securities and Exchange Board of India;

1.8 **“SEBI Circular”** means circular number SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015.

1.9 **“Transferee Company”** or **“SSML”** means Siyaram Silk Mills Limited, a public limited company incorporated under the Act, and having its registered office at H-3/2, MIDC, A - Road, Tarapur, Boisar, Dist: Palghar- 401 506, Maharashtra, India;

1.10 **“Transferor Company”** or **“BSL”** means Balkrishna Synthetics Limited, a public limited company incorporated under the Act, and having its registered office at Office B/6 Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai-400013 Maharashtra, India.

1.11 **“Undertaking”** means the whole of the undertaking and entire business of the Transferor Company as a going concern, all its assets, rights, licenses and powers, and all its debts, outstanding, liabilities, duties, obligations and employees including, but not limited to, the following:

- a) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, whether situated in India or abroad, including, without being limited to, manufacturing facilities, land (whether leasehold or freehold), processing plants, plant and machinery, equipment buildings and structures, offices, residential and other premises, stock-in-trade, packing material, raw materials, capital work in progress, sundry debtors,

furniture, fixtures, office equipment, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including share application money, shares, scrip's, stocks, bonds, debenture stocks, units or pass through certificates in domestic or overseas entities and including shares or other securities held by the Transferor Company in its subsidiaries), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, brands, patents, copyrights, licenses, marketing authorisations, approvals, marketing tangibles, and other intellectual property rights of any nature whatsoever and wheresoever situated, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, title, interests, refunds, other benefits (including indemnities given for the benefit of the Transferor Company and tax benefits), assets held by or relating to any Transferor Company employee benefit plan, export incentives accrued, derivative instruments, forward contracts, insurance claims receivable, tax holiday benefit, incentives, credits (including tax credits), MAT, MAT credit, income tax losses (unabsorbed allowance), rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the

Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

- b) All agreements, rights, contracts, entitlements, licenses, assignments, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, brands, trademarks, licenses, marketing authorisations, approvals, marketing tangibles, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company business activities and operations;
- c) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors' liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- d) All intellectual property rights, engineering and process information, and approvals, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents, whether in physical or electronic form and whether owned by, licensed to or assigned to the Transferor Company, relating to the Transferor Company business activities and operations whether in India or abroad;
- e) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees, or the employees of any of their subsidiaries, with respect to the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in



the event of resignation, death, voluntary retirement or retrenchment or otherwise; and

- f) All permanent employees engaged by the Transferor Company as on the Effective Date.

All terms and words not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

2. SHARE CAPITAL

- 2.1 The share capital of BSL as on 31 March, 2015 is as under:

Particulars	Amount (in Rs)
Authorized Capital	
12,50,000 Equity Shares of Rs. 10 each	1,25,00,000
7,50,000 Redeemable Preference Shares of Rs.10 each	75,00,000
Total	2,00,00,000
Issued, Subscribed and Paid-up	
10,00,000 Equity Shares of Rs. 10 each fully paid up	1,00,00,000
Total	1,00,00,000

As on the date of filing of this Scheme with the Court, entire equity share capital of BSL is held by SSML, the Transferee Company. Subsequent to 31 March 2015, there has been no change in the share capital of BSL.

- 2.2 The share capital of SSML as on 31 March, 2015 is as under:

Particulars	Amount (in Rs)
Authorized Capital	
97,50,000 Equity Shares of Rs. 10 each	9,75,00,000
25,000 11% Redeemable Cumulative Preference Shares of Rs.100 each	25,00,000

Total	10,00,00,000
Issued, Subscribed and Paid-up	
93,74,016 Equity Shares of Rs. 10 each fully paid up	9,37,40,160
Total	9,37,40,160

Subsequent to the above date and till the date of filing of this Scheme with the Court, there is no change in the share capital of SSML. The equity shares of SSML are listed on the BSE Limited and National Stock Exchange of India Limited.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or NCLT or any other appropriate authority shall be effective from the Appointed Date, but shall be operative from the Effective Date.

4. TRANSFER AND VESTING OF UNDERTAKING

Upon the coming into effect of this Scheme and with effect from the Appointed Date, and subject to the provisions of this Scheme in relation to the mode of transfer and vesting, all the Undertakings shall, pursuant to the provisions of Section 394(2) and other applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

Further, the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any term(s) or provision(s) of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will, however, not affect the other clauses of the Scheme.

- 4.2 All assets, estate, rights, title, interest, and authorities acquired by the Transferor Company after the Appointed Date and prior to the Effective Date for operation of the Transferor Company or pertaining to or relating to the Transferor Company shall also stand transferred to and vested in the Transferee Company upon the coming into effect of this Scheme.
- 4.3 All assets of the Transferor Company, that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery, novation and / or endorsement and delivery or by operation of law, pursuant to order of the Court, shall be vested in the Transferee Company. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of the Transferee Company.
- 4.4 In respect of such of the assets of the Transferor Company other than those referred to in clause 4.3 above including investment in shares, investment (including investment in Tarapur Environment Protection Society), outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, deposits, if any, with Government, semi-Government, local and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act upon effectiveness of the Scheme. The Transferee Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 4.5 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 otherwise and all documents of title, rights and easements in relation thereto shall stand vested in and/or be deemed to have been vested in the Transferee Company, by operation of law pursuant to the sanctioning of the Scheme and upon the Scheme becoming effective. Such assets shall stand vested in the Transferee Company and shall be deemed to be and become the property as an

integral part of the Transferee Company by operation of law. Transferee Company shall upon the order of the Court sanctioning the Scheme and upon this Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties and shall be liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar or with the relevant Government agencies shall suffice as record of continuing titles with the Transferee Company and shall be constituted as a deemed mutation and substitution thereof. Transferee Company shall subsequent to scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties shall, pursuant to Section 394(2) of the Act and the provisions of this Scheme, without any further act, instrument or deed, be vested in or be deemed to have been vested in the Transferee Company



- 4.6 Upon the Scheme coming into effect and with effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company shall, pursuant to the provisions of Section 394(2) and other applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities (including contingent liabilities), duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and further that it shall not be necessary to obtain the consent of any person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

- 4.7 Any statutory licences, authorizations, statutory rights, permissions, approvals, tax registrations (including but not limited to MIDC authorization), service tax, provident fund, ESI, Reserve Bank of India, or other registrations, no objection certificates, or any consents to carry on the operations of the Transferor Company shall stand transferred to and vested in the Transferee Company without any further act or deed and shall be appropriately mutated / facilitated by the statutory authorities concerned therewith in favour of the Transferee Company so as to empower and facilitate the continuation of the operations of the Transferee Company. In so far as the various incentives, service tax benefits, subsidies (including applications for subsidies), rehabilitation Schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions as are available to Transferor Company
- 4.8 The resolutions, if any, as approved and passed from time to time, under the Act, by the Board of Directors and Shareholders of the Transferor Company, that are valid and subsisting on the Effective Date, shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company, in so far as they are not inconsistent with the resolutions of the Transferee Company.
- 4.9 All registrations, licences, trademarks, copyrights, domain names, applications for copyrights, trade-names and trademarks, etc pertaining to the Transferor Company, if any, shall stand vested in Transferee Company without any further act, instrument or deed (unless filed only for statistical record with any appropriate authority or Registrar), upon the sanction of the Scheme and upon this Scheme becoming effective
- 4.10 All taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc) payable by or refundable to the Transferor Company with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax

liability or refunds/claims, etc as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc, as would have been available to the Transferor Company, shall pursuant to this Scheme becoming effective, be available to the Transferee Company.

4.11 Any third party or authority required to give effect to any provisions of this Scheme, shall take on record the order of the Court sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest, pursuant to the sanction of this Scheme by the Court, and upon this Scheme becoming effective. For this purpose, the Transferee Company shall file certified copies of such High Court order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of approvals, consents, exemptions, registrations, non-objection certificates, permits, quotas, rights, entitlements, licences (including the licences granted by any Governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

4.12 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of the Transferor Company in relation to Undertakings shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.

4.13 Upon this Scheme becoming effective, the secured creditors of the respective Transferor Company and/or other security holders having charge over the properties of the respective Transferor Company shall be entitled to security only



in respect of the properties, assets, rights, benefits and interest of the respective Transferor Company, as existed immediately prior to the effectiveness of this Scheme, and the secured creditors of the Transferee Company and/or other security holders having charge over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existed immediately prior to the scheme becoming effective. It is hereby clarified that pursuant to amalgamation, the secured creditors of the respective Transferor Company and/or other security holders having charge over the properties of the respective Transferor Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and vice versa, and hence such assets of the respective Transferor Company and the Transferee Company, as the case may be, which are not currently encumbered, shall remain free and shall remain available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company

4.14 Transferee Company shall, at any time after this Scheme coming into effect, in accordance with the provisions hereof, if so required under any law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company have been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. Transferee Company shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of Transferor Company.

4.15 It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, Schemes, arrangements, or other instrument of whatsoever nature which the Transferor Company owns or to which the Transferor Company are party to and which cannot be transferred to the Transferee Company for any reason whatsoever, the

Transferee Company shall hold such assets, contracts, deeds, bonds, agreements, Schemes, arrangements, or other instrument of whatsoever nature in Trust for the benefit of the Transferee Company in terms of this Scheme, till such time as the transfer is affected.

5. LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking or anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company, if this Scheme had not been made.

6. CONTRACTS, DEEDS ETC.



6.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect on the Effective Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party as may be necessary

to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

7. EMPLOYEES

7.1 Upon the coming into effect of this Scheme:

7.1.1 All the employees of the Transferor Company as on the Effective Date shall stand transferred to the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company, (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits) without any interruption in service as a result of transfer of Undertaking of the Transferor Company to the Transferee Company.

7.1.2 The Transferee Company agrees that the services of all such employees (as mentioned in Clause 7.1.1 above) with the Transferor Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident fund plans, superannuation plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Transferor Company.

7.1.3 The existing provident fund, superannuation fund and gratuity fund, if any, of which the aforesaid employees of the Transferor Company, being transferred under Clause 7.1.1 above to the Transferee Company, are members or beneficiaries along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Transferee Company for the benefit of such employees on the same

terms and conditions. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said employees of the Transferor Company would be continued to be deposited in the transferred provident fund, superannuation fund and gratuity fund account by the Transferee Company. In case, necessary approvals are not received by the Effective Date and there is delay, all such amounts shall continue to be administered by the Transferor Company as trustee from the Effective Date till the date of actual transfer and, on receiving the approvals all the accumulated amounts till such date, shall be transferred to the respective Funds of the Transferee Company.

8. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Transferor Company as per this Scheme and the continuance of the proceedings by or against the Transferee Company under Clause 4 hereof shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Effective Date and intent that the Transferee Company accepts all acts, deeds and things done and executed by the Transferor Company as acts deeds and things done and executed by and on behalf of the Transferee Company.

9. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 9.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business on account of and in trust for the Transferee Company. All profits accruing to the Transferor Company or losses including tax losses, arising or incurred by the Transferor Company for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferee Company.
- 9.2 The Transferor Company hereby confirms that it has, and shall continue up to the Effective Date, to preserve and carry on the business with due diligence, prudence and that it will not, without the prior consultation with the Transferee Company, alienate, charge or otherwise deal with or dispose off the Undertaking or any part thereof or recruit any new employees (in each case except in the ordinary course



of business) or conclude settlements with unions or employees or undertake substantial expansion of the Undertaking, other than expansions which have already commenced prior to the Appointed Date.

10. TAXATION

10.1 It is expressly clarified that upon the Scheme becoming effective, all taxes payable by the Transferor Company on and after the Appointed Date shall be treated as the tax liability of the Transferee Company. Similarly, all credits for taxes including but not limited to tax deduction at source of the Transferor Company shall be treated as credits for taxes of the Transferee Company.

10.2 All taxes of any nature, duties, cess or any other like payment or deductions made by the Transferor Company to any statutory authorities such as income tax, sales tax, service tax, CENVAT, etc. or any tax deduction or collection at source, relating to the period after the Appointed Date but up to the Effective Date shall be deemed to have been on account of or paid on behalf of the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the sanction of the Scheme and upon relevant proof and documents being provided to the said authorities.

10.3 Upon this Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax, withholding tax, service tax, sales tax, value added tax and any other statutory returns and filings under the tax laws, notwithstanding that the period of filing / revising such return may have lapsed and period to claim refund / advance tax and withholding tax credit, etc, also elapsed pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to refund and / or set-off all amounts paid by the Transferor Company under income tax, value added tax, service tax, excise duty or any other tax etc or any other disputed amount under appeal, if any, upon this Scheme becoming effective.

11. MERGER OF AUTHORISED SHARE CAPITAL OF TRANSFEROR COMPANY

11.1 The authorised share capital of the Transferor Company as specified in clause 2.1 aggregating to Rs.2,00,00,000 divided into 12,50,000 equity shares of Rs 10 each and 7,50,000 preference shares of Rs. 10 each, shall stand transferred to and combined with the authorised share capital of the Transferee Company and shall be re-classified without any further act or deed. The filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorised share capital so increased. The resolution approving the Scheme shall be deemed to be the approval of increase and re-classification in the authorised share capital of the Transferee Company under Section 61 of the Act and other applicable provisions of the Act. Accordingly, upon sanction of this Scheme and from the date of this Scheme becoming effective, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and payment of fees payable to Registrar of Companies, by the authorised share capital of the Transferor Company.



11.2 Clause V of the Memorandum of Association of the Transferee Company and Clause 4 of Article of Association of the Transferee Company relating to authorised share capital shall respectively, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 13, 14, 61 and Section 394 of the Act and other applicable provisions of the Act, as the case may be.

Clause V of Memorandum of Association of Transferee Company

The Authorised Share capital of the company is Rs. 12, 00,00,000/- (Rupees twelve crores only) divided into 1,10,00,000 (One crore ten lacs only) Equity shares of Rs. 10/- each, 25,000 (Twenty five thousand) 11% Redeemable Cumulative Preference Shares of Rs. 100/- each and 7,50,000 (Seven lacs fifty thousand only) Redeemable Preference shares of Rs. 10/- each.

Clause 4 of Articles of Association of Transferee Company.

The Authorised Share capital of the company is Rs. 12, 00,00,000/- (Rupees twelve crores only) divided into 1,10,00,000 (One crore ten lacs only) Equity shares of Rs. 10/- each, 25,000 (Twenty five thousand) 11% Redeemable Cumulative Preference Shares of Rs. 100/- each and 7,50,000 (Seven lacs fifty thousand only) Redeemable Preference shares of Rs. 10/- each

12. CONSIDERATION

12.1 For the purposes of this Scheme, it is hereby clarified that the Transferor Company is a wholly owned subsidiary of the Transferee Company and therefore there would be no issue of shares by the Transferee Company to the Shareholders of the Transferor Company in this regard.

12.2 Upon the Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the entire paid up share capital in the Transferor Company is fully held by the Transferee Company and/or its nominee(s) on the Effective Date shall be extinguished and shall stand extinguished and all such equity shares of the Transferor Company held by the Transferee Company either in its own name or in the name of its nominee(s) shall be cancelled and shall be deemed to be cancelled on the Effective Date without any further application, act or deed.

13. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, the Transferee Company shall account for the Amalgamation in its books of accounts with effect from the Appointed Date as per the "Purchase Method" as described in Accounting Standard – 14 "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India, such that:

13.1 The assets liabilities and debts of the Transferor Company are transferred to and vested in the Transferee Company, pursuant to the Scheme and shall be recorded by the Transferee Company, at their respective fair values, as determined by the Board, as on the Appointed Date.

- 13.2 With effect from the Appointed Date and upon the Scheme becoming effective, the investment of SSML in BSL shall stand cancelled.
- 13.3 Inter-company transactions and balances including loans, advances, amount receivable or payable inter-se between the Transferor Company and the Transferee Company as appearing in their books of accounts, if any, shall stand cancelled.
- 13.4 The difference in the value of net assets of Transferor Company to be vested in the Transferee Company as per clause 4 above and cancellation of shares as per Clause 13.2 above shall be credited by Transferee Company to "Capital Reserves" or debited to "Goodwill Account", as the case may be.
- 13.5 In case of any difference in accounting policy between the Transferee Company and the Transferor Company or between Transferor Company, the impact of the same till the Appointed Date would be adjusted in accordance with Accounting Standard – 5 "Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies" to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.



14. DISSOLUTION OF TRANSFEROR COMPANY

Upon the Scheme being effective, Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

15. APPLICATION TO THE HIGH COURT

- 15.1 The Transferor Company shall, with all reasonable dispatch, make application to the High Court under whose jurisdiction the registered office of the Company is situated, for sanctioning this Scheme under Sections 391 to 394 and applicable provisions of the Act and for dissolution of the Transferor Company without being wound up. The Transferee Company shall, if required by Court, apply to the Court for necessary orders or directions for holding meetings of the members of the Transferee Company for sanctioning this Scheme of Amalgamation under Section 391 of the Act or for dispensing the holding of such meetings and orders under Section 394 of the Act, for carrying this Scheme into effect.

16. MODIFICATIONS/AMENDMENTS TO THE SCHEME

16.1 The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications/amendments to the Scheme subject to approval by the High Court. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the High Court, there is any confusion in interpreting any clause of this Scheme or otherwise the Board of Directors of the Transferee Company will have complete power to take such interpretation as would render the Scheme operational.

16.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferee Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

17. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

17.1 The Scheme is conditional upon and subject to:

17.1.1 The requisite consent, approval or permission of any statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

17.1.2 The Scheme being approved by respective requisite majorities in numbers and value of such classes of persons including the member and creditors of

the companies as may be directed by the Hon'ble High Court of Judicature of Bombay and / or any other competent authority as may be applicable.

17.1.3 Approval and agreement by the public shareholders of SSML through 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 that the votes cast by public shareholders in favor of the proposal are more than the number of votes cast by public shareholders against it in accordance with the SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 subject to modification, if any, in accordance with any subsequent circulars and amendment that may be issued by SEBI from time to time.

17.1.4 The Scheme being sanctioned by the Hon'ble High Court of Judicature of Bombay and / or any other competent authority, as may be applicable under Section 391 to 394 of the Act; and

17.1.5 Certified Copies of the Order of the Hon'ble High Court or such other competent authority, as may be applicable, sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra,...




18. COSTS

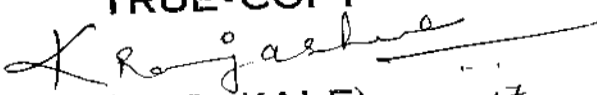
18.1 All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or High Court's order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.

19. REVOCATION OF THE SCHEME

19.1 In the event of any of the said sanctions and approvals referred to in Clause 17 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between the Transferor Company and the Transferee Company or their

respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

CERTIFIED TRUE COPY
For HEMANT SETHI & CO

ADVOCATES

TRUE-COPY

(R. C. KALE) 4-1-17
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 443 OF 2016

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 353 OF 2016

Balkrishna Synthetics Limited.....Petitioner

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

and

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

and

In the matter of Scheme of Amalgamation
of Balkrishna Synthetics Limited with
Siyaram Silk Mills Limited



Balkrishna Synthetics Limited

... Petitioner Company

AUTHENTICATED COPY OF MINUTES OF ORDER
DATED 22ND DAY OF NOVEMBER 2016 AND THE
SCHEME ANNEXED TO THE PETITION

Applied for authenticated copy on...23/11/16
Authenticated copies submitted on...20/12/16
Engrossed on...04/01/17
Examined by...anket
Compared with...mond
Ready on...04 JAN 2017
Delivered on...04 JAN 2017

HS

HEMANT SETHI & CO
ADVOCATES FOR PETITIONER