
**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
RAJAPALAYAM MILLS LIMITED,
RAJAPALAIYAM.**

CERTIFICATE OF INCORPORATION

No. 3 of 1935-36

*I hereby certify that **RAJAPALAYAM MILLS LIMITED** is this day incorporated under the Indian Companies' Act VII of 1913, and that the company is limited.*

Given under my hand at Madura this Twenty fourth day of February One thousand nine hundred and thirty six.

Sd. A. MUHAMMAD MADHARSA,

Addl. Assistant Registrar of Joint
Stock Companies.

The Seal of the
Asst. Registrar of
Joint stock companies,
Ramnad.

-True Copy-

**Certificate for commencement of
Business Pursuant to Section 103 (2)
of the Indian Companies Act, 1913.**

I hereby certify that the **RAJAPALAYAM MILLS LIMITED** which was incorporated under the Indian Companies Act, 1913 (Act. VII of 1913) on the Twentyfourth day of February 1936 and which has this day filed a duly verified declaration in the prescribed form that the conditions of sections 103(1) a to d (of the said Act) have been compiled with is entitled to commence business.

Given under my hand at Madurai this Twenty Second day of December One Thousand Nine Hundred and Thirty Six.

Sd./
Asst. Registrar of Joint
Stock Companies.

-True Copy-

RAJAPALAYAM MILLS LIMITED,

(Incorporated under the Indian Companies Act, 1913)

MEMORANDUM OF ASSOCIATION

1. The name of the Company is **"RAJAPALAYAM MILLS LIMITED"**
2. The Registered Office of the Company will be situate in the Presidency of Madras
3. The objects for which the Company is established are :-
 - (a) To carry on all or any of the business following : namely cotton spinners and doublers, flax, hemp, jute spinners linen manufactures, flax, hemp, jute and wool merchants, wool combers, worsted spinners, woolen spinners, cotton ginners, yarn merchants, worsted stuff manufactures, bleachers and dyers and makers of vitriol, bleaching and dyeing materials; and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances and to weave or otherwise manufacture, buy and sell and deal in linen, cloth and other goods and fabrics whether textile, felted, netted or looped.
 - (b) To carry on all or any of the business of silk mercers, silk weavers, cloth manufactures, hoisers, carpet-makers, importers and wholesale and retail dealers of and in textile fabrics of all kinds, outfitters, boot and shoe makers, drapers and furnishers.
 - (c) To wash, clean, purify, scour, bleach, wring, dry, iron, colour, dye, disinfect, renovate and prepare for use all articles of weaving apparel, household, domestic and other linen and cotton and woollen goods and clothing and fabrics of all kinds.
 - (c)1 To manufacture and sell and deal in all kinds of machineries, machine spares, tools and implements of every description and to erect and work factories for the above purposes.
 - (d) To carry on in all or any of their branches all or anyone or more of the following business, that is to say, the business of manufactures, producers, importers, exporters, merchants, brokers, and wholesale and retail dealers of and in all kinds of dyes, dyestuffs, chemical drugs, paints, varnishes, colours, industrial, pharmaceutical and other preparations, articles, compounds, ingredients, and products or other goods of any description whether analogous to any of those above enumerated or not.
 - d1 To acquire, by purchase or otherwise and to carry on business of estate owners, cultivators, planters, growers and manufacturers, of sellers and dealers in tea, coffee, cardamom, pepper, spices, rubber and guttapercha and gums of every description, corn, cocoa, rice, oil, copra, coconuts, sugar plantations, chichona, grains, paddy, cereals, cotton, silk, vegetable agricultural, sericultural and horticultural products and to manufacture, dispose of buy and deal in the said products.

Clause d1 to d13
inserted as per
EGM held on
09-02-1979

- d2. To manufacture sugar in all its branches and to purchase, manufacture produce, boil, refine, prepare, import, export, sell and generally to deal in Sugar, sugar-candy, jaggery, sugar beer, sugar cane bagasse, molasses, syrups, malagu, alcohol, spirits and all sugar products such as confectionery, glucose, canned fruit, golden syrup and aerated waters and / or by-products such as boards, paper, pulp-paper buty, alcohol acetone, carbon-di-oxide, hydrogen, potash, canvas and fertilizers and food products generally and in connection therewith to acquire, construct, operate factories for the manufacture of sugar or any of its products, or by-products and acquire or manufacture machinery for any of the above purposes.
- d3. To manufacture, buy, sell, import, export and stock of all kinds of materials and stores needed by the automobile industry, structural engineers, fabricators foundries, textile mills etc.
- d4. To carry on the business of dairy, dairy products, pasteurisation, bottling of milk and milk products, marketing distribution, purchasing, collecting and transporting milk products etc.
- d5. To acquire on lease, to lease out, farms, fields, to reclaim lands for the purpose of raising Orchards, Gardens, Grazing fields, and to do such other business which may and would be conducive to the interest of the Company.
- d6. To undertake, carry out, promote and sponsor any programme of rural development intended for the betterment of the people living in rural areas and improving their moral economic and social status and to incur any expenditure in the execution and promotion of such programmes including the publication of literature, magazine, books and leaflets organising seminars, granting of scholarships and awards and such other assistance and the transfer without consideration or at a concessional rate as the Directors may decide, or divesting the ownership of any property of the Company in favour of any public body, institution or trust engaged in such programme.
- d7. To carry on the business of manufactures of and dealers in asbestos, asbestos sheeting and goods of every description made or composed wholly or partly of asbestos.
- d8. To carry on the business of mining and working for asbestos and of manipulating, preparing for market, manufacturing and dealing with asbestos and goods connected with the utilisation of asbestos or of any material capable of being used for similar purposes or objects to those for which asbestos goods can be used and any other product derived in the course of dressings preparation or treatment of asbestos.
- d9. To produce, manufacture, purchase, refine, prepare, process, import, export, sell and generally to deal in cement, Portland cement, alumina cement, white and coloured cement; lime and lime-stone kankar and/or by-products thereof and building materials, generally non-ferrous metals, ferro-alloys; and in connection therewith, to acquire, erect, construct, establish, operate and maintain factories mines and quarries, work-shops and other works.

Clause d1to d13
inserted as per
EGM held on
09-02-1979

d10. To purchase, take on lease, or otherwise acquire, the under-taking, business and property or any part thereof of any company or companies carrying on business as manufacturers of cement and Mineral Industries in India or elsewhere, or any other business which the Company is entitled to carry on.

Clause

d11. To produce, manufacture, process, refine prepare, treat, purchase, sell, export, import or otherwise deal with, either as Principals or as Agents, either solely or in partnership with others, cement, alumina cement, white and coloured cement, lime, plaster of paris and other building materials of all kinds, plastic and plastic goods, glass, glass sheets, chemicals of all kinds, including acids, alkalies and salts, manures, fertilizers, dyes, paints, of all kinds, caustic soda, soda ash, sulphur, magnesite, dry, ice, calcium carbide, catechu, celotex, asbestos and other building boards to be used in ceiling floor or walls, made from any fibrous materials, such as bagasse, bamboo, wood, paper, jute hemp and grasses; pottery, fire clay and fire bricks, flooring tiles, roofing materials etc.

d12. To produce, manufacture, process, import, export, sell and generally to deal with in all chemicals, fertilizers or by-products thereof and in connection therewith to acquire, erect, construct, establish, operate and maintain factories, workshop, establishment and other works.

Clause d1 to d13
inserted as per
EGM held on
09-02-1979

d13. To carry on in all or any of their branches all or anyone or more of the following business, that is to say, the businesses of manufacturers, producers, importers, exporters, merchants, brokers and wholesale and retail dealers of and in all kinds of dyes, dyestuffs, chemical drugs, paints, varnishes, colours, industrial, pharmaceutical and other preparations, articles, compounds, ingredients and products or other goods of any description whether analogous to any of those above enumerated or not.

(e) To purchase, take on lease or otherwise acquire land, buildings, plant, machinery, tools etc., for the purposes aforesaid and to construct, erect and equip mills, factories, offices, dwellings and to work the same.

(f) To cultivate, buy, sell and deal in raw or finished cotton, wool, jute, silk and other fibrous substances and to prepare spin, clean, press and pack the same and sell the materials so manufactured.

(g) To purchase, take on lease or otherwise acquire lands in India or elsewhere and in particular lands producing or likely to produce cotton, jute or other fibrous substances and also to grant concessions, claims, licenses of any description of and over any such land and or to work, develop, improve and cultivate the same.

- (h) To apply for, register, purchase or by other means, acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent-rights, brevet d'invention, licences, trademarks designs, protections and concessions, which appear likely to be advantageous or useful to the Company and to use and return to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, invention, or rights which the Company may acquire or propose to acquire.
- (i) To acquire and undertake the whole or any part of the business goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the business which this company is authorized to carry on, and as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture-stock or securities that may be agreed upon, and to hold and retain or sell, mortgage, and deal with any shares, debentures, debenturestock or securities so received.
- (j) To improve, manage, cultivate develop, exchange, let on lease, or otherwise mortgage, charge, sell dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (k) To invest and deal with the moneys of the Company, not immediately required, in such shares or upon such securities and in such manner as may, from time to time, be determined.
- (l) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular, to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (m) To borrow or raise money in such manner as the Company shall think fit, and, in particular, by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (n) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- (o) To apply for, promote and obtain any Act, or Legislature or other authority for enabling the Company to carry any of its objects into effect, or for effecting and modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.
- (p) To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation company, or person any charters, contracts, decrees, rights, privileges and concessions, which Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees rights, privileges and concessions.
- (q) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other Company having objects altogether or in part similar to those of this Company and carrying on any business capable of being carried on so as, directly or indirectly, to benefit this Company.
- (r) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts and also to act in any of the business of the Company through or by means of agents, brokers, sub-contracts or others.
- (s) To remunerate any person, firm or company rendering services to this company either by cash payment or by allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (t) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company or pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription for any shares, debentures, debenture stock, or securities of this Company.
- (u) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to contribute funds to any political party or parties; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company; or to the wives, children or other relatives or dependants of such persons, to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company, or of the wives, children or other relatives or dependants of such persons.
- (v) To promote any other Company for the purpose of acquiring the whole or any part of the business or property or undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid.

- (w) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit and in particular of shares, debentures, or securities of any company purchasing the same.
- (x) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (y) To procure the Company to be registered or recognised in any Native State, Dominion or Dependency and in any foreign country or place
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clause hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clauses.

4. The Liability of the Members is limited.
5. The Authorized Share Capital of the Company is Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) divided into 1,50,00,000/- (One Crore Fifty Lakhs) Equity Shares of Rs.10/- each.

Amended at
EGM held
on 27-06-2011.

7. We the following persons whose names, addresses and descriptions are given hereunder, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agreed to take the number of shares in the Capital of the Company set opposite to our names.

Serial No	Name	Description and Address	No. of ordinary shares taken by each subscriber	Signature
1.	P. A. C. Ramasamy Raja	Land-lord and Merchant, President, Union Board, Rajapalayam.	311	(Sd.) P.A.C Ramasamy Raja
2.	S.S. Ambiah Raja	Timber Merchant, Vice-President, Union Board, Rajapalayam.	51	(Sd.) சி.ச. அம்பைய ராஜா
3.	S.N. Ramasamy Raja	Land-lord and Merchant, Contractor and Proprietor, Ginning Factory, Rajapalayam.	51	(Sd.) சி.நா. ராமசாமி ராஜா.
4.	Manialaga Raja	Merchant, Rajapalayam	51	(Sd.) த.அ.கு மணியழக ராஜா.
5.	N.K Rama Raja, B.A.,	Proprietor, Rama Ginning Factory, Theni. (Madurai Dist.)	51	(Sd.) N.K. Rama Raju
6.	A.Sadaiandi Chettiar	Merchant, Rajapalayam	51	(Sd.) ஆ. சடைபாண்டிசெட்டியார்
7.	S. Kuppu Chettiar	Merchant, Rajapalayam	51	(Sd.) ச. குப்பு செட்டியார்
		Total	617	Shares.

Witnesses : - K.S. Subramania Iyer, சுப்பண்ணாவய்யர் குமாரர், புதுப்பாளையம், இராஜபாளையம்

S. Kandasamy, S/o. Sankaralingam Chettiar, Rajapalay am.

Dated : 24th day of February, 1936.

RAJAPALAYAM MILLS LIMITED,
(Incorporated under the Indian companies Act, 1913)

ARTICLES OF ASSOCIATION

1. Subject as hereinafter provided, the Regulations, in Table A of the first schedule to the companies Act, 1956, shall apply to this Company.

2. Regulations 64, 65, and 66 of Table A of the First schedule to the Companies Act, 1956, shall not be applicable to this Company.

3. The Directors are not required to Hold any qualification Share.

Amended at the
AGM held on
30-09-1986

4. The number of directors of the Company shall neither be less than three more than twelve.

Amended at the
EGM held on
09-02-1979

5. The Managing Agents, if any, of the Company shall, if the agreement that has been entered into, or that may hereafter be entered into, with them so authorises, have authority to appoint not more than two directors of the Company, where the total number of directors of the Company exceeds five and one director, where the total number does not exceed five. The Managing Agents may, at any time, remove any director so appointed and appoint another director in his place or in the place of a director so appointed who resigns or otherwise vacates his office. The directors so appointed by the Managing Agents shall be known as the Ex-officio directors of the Company and they shall not be subject to such of those regulations herein contained that pertain to qualification shares and retirement by rotation of directors of the Company.

6. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the company to the INDUSTRIAL DEVELOPMENT BANK OF INDIA (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit & Investment Corporation of India Ltd., (ICICI) and Life Insurance Corporation Of India (LIC) or Unit Trust of India (UTI) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the company or so long as IDBI, IFCI, ICICI, LIC and UTI or any other Financial Corporation or Credit Corporation or any other Financing Company or Body (each of which IDBI, IFCI, ICICI, LIC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body is hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the company by direct subscription or private placement, or so long as the corporation holds shares in the company as a result of underwriting or direct subscription or so long as any liability of the company arising out of any Guarantee furnished by the corporation on behalf of the company remains outstanding the corporation shall have a right to appoint from time to time, any person or persons, as a Director or Directors, whole time or non-whole time, (which Director or Directors is / are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

Amended at the
AGM held on
30-08-1991

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

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

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings. Board Meetings and of the Meetings of Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The corporation shall also be entitled to receive all such notice and minutes.

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

Amended at the
AGM held on
30-08-1991

Provided that if any such Nominee Director/s is an officer of the corporation the sitting fees in relation to such Nominee Director/s shall also accrue to the corporation and the same shall accordingly be paid by the company directly to the corporation.

In the event of the Nominee Director/s, being appointed as wholetime Director/s such Nominee Director/s shall exercise such powers and have such rights as are usually exercised or available to a wholetime Director in the Management of the affairs of the company such whole time Director/s shall be entitled to receive such remuneration, fees, commission and monies as may approved by the corporation.

7. The total number of directors appointed, in pursuance of the rights given in articles 5,6 and 12 hereof, shall not, at any time, exceed one-third of the total number of directors, for the time being, of the Company.

8. Every Director including any Ex-officio Director shall be entitled to receive such sitting fees as may be fixed by the Board from time to time not exceeding the limit prescribed under the Companies Act and the Rules made thereunder and if no such limit is prescribed or for any payment in excess thereof, with the approval of the central Government in accordance with the provisions of law, for every meeting of the Board or a Committee of Directors or the Company's General Meeting attended by him and he should also be entitled to receive all reasonable travelling, hotel and other expenses incurred by him within India for attending and returning from Meetings of the Board or any Committee thereof or the Company's General Meeting in connection with the business of the Company.

Amended at the
EGM held on
27-01-1994

9. This Board of Directors of the Company may, subject to the approval of the Central Government, award special remuneration, in addition to the remuneration provided for in article 8 hereof, out of the funds of the Company, to any director going and residing away from Rajapalayam in the interest of the Company or undertaking any work additional to that usually required of directors.

10. Subject to the provisions of the Companies Act, 1956, no director of the Company shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which this Company shall as a shareholder or otherwise interested, or from contracting with the Company either, as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director shall be in any way interested, be avoided, nor shall any director be liable to account to the Company, for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relations thereby established.

11. The Board of Directors of the Company be and are hereby authorized, to borrow monies with or without security for the purpose of the Company upto a limit of Rs.850 Crores (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) over and above the paid-up capital and free reserves, that is to say reserves not set apart for any specific purpose of the Company.

Amended at
the AGM held
on 29-08-2025

12. Subject to the provisions of article 11 hereof, the Board of Directors of the Company may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage, charge, or other security on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being any bonds, debentures, debenture-stock, or other securities issued or to be issued by the Company shall be under the control of the Board of Directors of the Company, who may issue them upon such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company. The Board of Directors of the company may, upon the issue of any bonds, debentures, debenture-stock, or other securities, confer on the creditors of the Company holding the same, or any trustees or other persons acting on their behalf, a voice in the management of the Company, whether by giving to them the right of attending but not voting at general meetings, or by empowering them to appoint a person to be a director of the Company, or otherwise as may be agreed. None of the provisions contained in these articles as to qualification shares and retirement by rotation of directors shall apply to any director so appointed.

13. Subject to the supervision, control and direction of the Board of Directors of the Company, and subject also to the provisions of the Memorandum and Articles of the Company and to the restrictions contained in Schedule VII to the Companies Act, 1956, the management of the whole of the affairs of the Company shall, by virtue of an agreement which the Company may enter into with the Managing Agents from time to time, be in the hands of the Managing Agents, for the time being of the Company.

14. The Managing Agents may, and shall, on the written requisition of any two directors of the Company, convene meetings of the Board of Directors of the Company.

14A. "The Directors shall create a memorial fund called "P.A.C.Ramasamy Raja Memorial Fund" and set apart every year to the credit of that fund such sum not exceeding 3% of the Net profits of the company and the amount so credited be spent for grant of scholarships, donations or aids for medical, educational and charitable activities including construction of Buildings and purchase of equipments for the above purposes as may be decided by the Directors from time to time."

Amended at the
AGM held on
05-09-1994

15. The Board of Directors of the Company shall, subject to the provisions of Section 169 of the Companies Act, 1956, have power to fix the date, time, place and agenda of general meetings of the Company.

16. When the Company has no Managing Agents, the Board of Directors of the Company, may, subject to the provisions of the Companies Act, 1956, from time to time appoint one or more of its directors to the office of Managing Director for such period and on such terms as it thinks fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A director so appointed shall not, whilst holding that office be subject to retirement by rotation or be taken into account in determining the rotation of retirement of directors, but his appointment shall be automatically determined if he ceases from any cause to be a Director. A Managing Director shall receive such remunerations as the Board of Directors may determine. The directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

16A. The Board of Directors may from time to time appoint one of them as Chairman of the Board. The Chairman, if present shall preside at the meetings of the Board and of the General Body. The Chairman shall be liable to retire by rotation and shall be taken into account in determining the retirement of Directors by rotation. He shall ipso facto and immediately cease to be the Chairman if he ceases to hold the office of the Director for any reason.

Amended at the
AGM held on
04-08-2014

17. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant, drawn on the Company's bankers or on the Company itself and sent through the post direct 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.

18. Calls in advance paid by a member in respect of any share shall not entitle the holder of the share to participate in respect thereof in a dividend subsequently declared.

19. The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with another or others) and upon the proceeds of sale thereof for the moneys called or payable at a fixed time in respect of such share. Such lien shall also extend to all dividends from time to time declared in respect of such share.

20. No creditor of the Company shall be empowered to make calls on shares except with the previous sanction of the Company in general meeting.

21. All dividends unclaimed for six years after having been declared may be forfeited by the Board for the benefit of the Company.

22. The Board shall provide a Common Seal of the Company and they shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof, and the Common Seal shall be kept at the registered office of the Company and committed to the custody of the Managing Director for the time being.

Inserted at the
AGM held on
04-08-2010

23. The seal shall not be affixed to any instrument except by authority of a resolution of the Board or of a Committee and, unless the Board otherwise determines, every deed or other instrument to which the Seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company, be signed by one Director or other duly authorized Officer in whose presence the seal shall have been affixed and countersigned by the Secretary, or such other person as may, from time to time, be authorized by the Board, provided nevertheless that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority to issue the same.

Inserted at the
AGM held on
04-08-2010

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

Thursday, the 13th day of June, 2013.

THE HON'BLE MR. JUSTICE V. RAMASUBRAMANIAN

COMP. PETN. No. 71 OF 2013

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

and

In the matter of Sections 391 to 394 of the said Act
and

In the matter of Scheme of Amalgamation
of

M/s. Rajapalayam Spinners Ltd., with
M/s. Rajapalayam Mills Ltd.,

M/s. Rajapalayam Spinners Limited

A Company incorporated under the Companies Act, 1956

Rep. by its Director Shri S. Kanthimathinathan,

Having its Regd. Office "Ramamandiram". No. 642,

Tenkasi Road, Rajapalayam-626 117.

.. Petitioner / Transferor Company

-Vs-

M/s. Rajapalayam Mills Limited,

A company incorporated under the Companies Act, 1956

Rep. by its Company Secretary Shri V. Gurusamy, having

its Regd. Office at Rajapalayam Mills Premises,

Post Box No. 1, P.A.C. Ramasamy Raja Salai,

Rajapalayam-626 117.

.. Respondent / Transferee
Company

This Company Petition praying this Court:

a) The said Scheme of Amalgamation of the Petitioner /
Transferor Company with the Transferee Company may be
sanctioned by this court so as to be binding on all the
shareholders of the Petitioner company and on the
Petitioner company with effect from 01.04.2012.

b. The Petitioner company be dissolved with effect
from 01.04.2012 without undergoing the processing of
winding up, after obtaining Official Liquidator report.

By 0023225

This Company Petition coming on this day before this Court for hearing in the presence of Mr.V.Venkadasalam, Advocate for the Petitioner herein, and Mr.S.Sampath, Additional Central Government Standing Counsel appearing for the Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai, and Mr.Arvind Shukla, Official Liquidator High Court, Madras, and upon reading the Company Petition No.71/2013, and the affidavit of E.Selvaraj, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai and the report dated 7.6.2013 filed by the Official Liquidator, High Court, Madras in C.P.No.71/2013, and the advertisements of the company petitions having been made in one issue of English Daily "The Hindu Business Line" (Chennai Edition) dated 23.3.2013, and also in one issue of Tamil Daily "Dina Malar" (Chennai edition) dated 23.3.2013, and this Court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the Applicant company by an order dated 15.2.2013 and made in C.A.No.132 of 2013, and the order of this Court dated 7.3.2013, and made in C.P.No.71 of 2013, and on perusal of the report of the Official Liquidator, High Court, Madras summarising the report of the Chartered Accountant, to the effect that the affairs of the transferor company have not been conducted in a manner prejudicial to the interest of its members or to the public interest and that they do not come across any act of misfeasance by the directors attracting the provisions of Sections 542 and 543 of the Companies Act, 1956, and it is further stated that the records maintained in the office of the Registrar of Companies were also caused to be inspected by the said Chartered Accountant and that there are no materials to indicate that the affairs of the transferor company were being conducted in a manner prejudicial to the interest of its members or public interest and the affairs of the transferor company conducted in a manner prejudicial to its members, and the Regional Director filed his report

By 0023226

without any objection to the scheme, and this Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.4.2012 and declare the same to be binding on all the shareholders and creditors of the said company, and the said company, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:-

(1) That, the Petitioner Company herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

(2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation annexed hereunder.

(3) That the Transferor Company viz., M/s.Rajapalayam Spinners Limited shall be dissolved without being wound up.

(4) That the Additional Central Government Standing Counsel be and is hereby entitled to a fee of Rs.2500/- (Rupees two thousand and five hundred only) from the transferee company.

ANNEXURE:

By 0023227

**SCHEME OF AMALGAMATION OF
M/s RAJAPALAYAM SPINNERS LIMITED
WITH
M/s RAJAPALAYAM MILLS LIMITED**

PART-1

DEFINITION

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

1. TRANSFEROR COMPANY

"The Transferor Company" or "RSL" means RAJAPALAYAM SPINNERS LIMITED, a Company registered under the Companies Act, 1956, having its registered office at, "Ramamandiram", 642, Tenkasi Road, Rajapalayam- 626117, the wholly owned subsidiary of Transferee Company.

2. TRANSFEE COMPANY

"The Transferee Company" or "RML" means RAJAPALAYAM MILLS LIMITED, a company registered under the Companies Act, 1913, having its registered office at Rajapalayam Mills Premises, Post Box No.1, P.A.C. Ramasamy Raja Salal, Rajapalayam - 626117.

3. THE ACT

"The Act" means the Companies Act, 1956 (I of 1956) including any statutory modifications or re-enactments thereof for the time being in force.

4. APPOINTED DATE

"The Appointed Date" means the date of commencement of business on 1st April 2012.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,


(V. GURUSAMY)
Secretary

5. EFFECTIVE DATE

"The Effective Date" means the last of the following dates, namely (a) date on which, the certified copies of orders of the High Court of Judicature at Madras under Section 391 and 394 of the Companies Act, 1956 are filed with the Registrar of Companies and (b) date on which the last of all such consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto have been obtained or passed.

6. SCHEME

"The Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved, imposed, or directed by the High Court of Judicature at Madras.

PART - II THE SCHEME

1. TRANSFER OF UNDERTAKING

- 1.1 With effect from the "Appointed Date" and subject to the provisions of this Scheme in relation to the mode of transfer and vesting the undertaking and the entire businesses and all the movable and immovable properties, real or personal, corporeal or incorporeal, including fixed assets, capital work-in-progress, current assets, investments of all kinds, lease and hire purchase contracts, lending contracts, benefits of any security arrangements, reversions, powers, authorities, allotments, approvals, consents, licenses including engagements, arrangements, right, title, interest, quotas, benefits and advantages of whatsoever nature and where so ever situated, belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of and enjoyed by the Transferor Company including all patents, trademarks, copyrights, trade names and other intellectual property rights of any nature whatsoever and licenses in respect thereof, For RAJAPALAYAM SPINNERS LIMITED

For RAJAPALAYAM SPINNERS LIMITED

S. Kanth
(S. KANTHIMATHINATHAN)
Director.

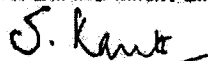
OF RAJAPALAYAM MILLS LTD.

17/11/56


benefits, leases, leasehold rights, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, benefit of all agreements, subsidies, grants, tax credits, Income Tax, Sales Tax, turnover tax, excise customs and all other interests arising of the Transferor Company and any accretions or additions thereto after the "Appointed Date" (hereinafter collectively referred to as the "the said assets") shall be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, without any further act or deed or instruments, pursuant to the provisions of Section 394 of the said Act for all the estate, assets, rights, title and interests of the Transferor Company herein, so as to become as and from the "Appointed Date", the estate, assets, rights, title and interests of the Transferee Company.

- 1.2 The Scheme, as aforesaid, shall be, subject to existing charges/hypothecation/mortgage (if any as may be subsisting) over or in respect of the said assets or any part thereof in favour of Banks and Financial Institutions, provided, however that any reference in any security documents or arrangements to which the Transferor Company is a party, to such assets of the Transferor Company offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limits for which sanctions have already been obtained by the Transferor Company by virtue of the sub-clause 1.1. hereof, to the end and intent that such security, mortgage and/or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHURATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,

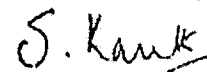

(V. GURUSAMY)
Secretary

1.3 In respect of the floating charges created by the Transferor Company in favour of the bankers for all the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Company from the "Appointed Date" till the "Effective Date", shall be deemed to be the security and shall be available as security for the loans, cash credit and other working capital facilities, both fund based and non-fund based, which were sanctioned by the bankers of the Transferor Company either utilized fully or partly or unutilized by the Transferor Company subject to the limits sanctioned by their respective bankers.


1.4 It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual or constructive delivery and/or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 391 and 394 of the said Act, as an integral part of the undertaking, such transfer being deemed to have taken place at the location of the Registered Office of the Transferee Company, i.e. in the State of Tamil Nadu.

1.5 In respect of the said assets other than those referred to in sub-clause referred to above, the same shall as more particularly provided in sub-clause 1.1 hereof, without any further act, instrument or deed, be transferred to and vested in and/or deemed to be transferred and vested in the Transferee Company on the "Appointed Date", pursuant to the provisions of Sections 391 and 394 of the said Act. The vesting of all assets, shall by virtue of the provisions of this Scheme, have the effect of the provisions of this Scheme, and the effect of the provisions of Section 391 and 394 of the said Act, be deemed to have taken place at the location of the Registered Office of the Transferee Company, i.e. in the State of Tamil Nadu.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTIMATHINATHAN)
Director

For RAJAPALAYAM MILLS LTD.


(V. GURUSAMY)
Secretary

- 1.6 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 the secured creditors of the Transferor Company or in favour of any other party to any contract or arrangement to which the Transferor Company is a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorized to execute any such writings or compliance referred to above on the part of the Transferor Company to be carried out or performed.

2. SHARE CAPITAL

1. The Authorised Share Capital of "RML", the Transferee Company is Rs.15,00,00,000/- (Rupees Fifteen Crores only) comprising of 1,50,00,000 (One Crore and Fifty lakhs) Equity Shares of Rs.10/- (Rupees ten only) each. The Issued, subscribed and paid up capital is Rs.7,37,61,600/- (Rupees Seven Crores, Thirty Seven lakhs and Sixty One thousand and Six hundred only) comprising of 73,76,160 (Seventy Three lakhs, Seventy Six thousand and one hundred and Sixty) equity shares of Rs.10/- each.
2. The Authorised Share Capital of the "RSL" Transferor Company is Rs.10,00,00,000/- (Rupees Ten crores only) comprising of 1,00,00,000 (One crore) Equity Shares of Rs.10/- (Rupees Ten only) each. The issued, subscribed and paid up capital is Rs.6,00,00,000/- (Rupees Six Crores only) comprising of 60,00,000 (Sixty lakh) equity shares of Rs.10/- each.

For RAJAPALAYAM SPINNERS LIMITED

S. Kanth
(S. KANTHIMATHANATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,

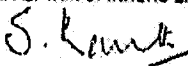
V. Gurusamy
(V. GURUSAMY)
Secretary

3. TRANSFER OF DEBTS AND LIABILITIES

3.1 With effect from the said "Appointed Date" all debts, liabilities, duties and obligations of the Transferor Company provided in their books (hereinafter referred to as "the said liabilities) and any accretions and additions or deletions thereto after the "Appointed Date" shall also stand transferred or deemed to be transferred without any further act or instrument or deed to the Transferee Company so as to become as and from that date, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to effect the provisions of this clause. PROVIDED ALWAYS that nothing in this clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Company prior to the "Appointed Date" which shall be transferred to and vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security there for after the "Appointed Date" or otherwise.

3.2 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 293(1) (d) of the said Act, shall without further act or deed stand enhanced by an amount equivalent to the combined authorized borrowing limits of the Transferor Company, such limits being incremental to the existing limits of the "Transferee Company". These limits as enhanced may be increased, from time to time, by the Transferee Company by obtaining sanction of its shareholders in accordance with the provisions of the said Act.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,


(V. GURUSAMY)
Secretary

- 3.3 Upon this Scheme coming into effect, any loan or other obligation due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued if any by the Transferor Company and held by the Transferee Company, and vice versa, are concerned, the same shall, unless sold or transferred by the Transferor Company or the Transferee Company, as the case may be, at any time prior to the "Effective Date", stand cancelled as on the "Effective Date" and shall be of no effect and the Transferor Company or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

4. LEGAL PROCEEDINGS

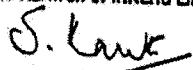
Upon this Scheme coming into effect, all legal or other proceedings by or against the Transferor Company - pending and/or arising on or before the "Effective Date" including their property, rights, powers, liabilities, debts, obligations and duties, etc. of the Transferor Company shall be continued and be enforced by or against the Transferee Company, as the case may be, as effectually as if the same had been pending and/or arising by or against the Transferor Company.

5. CONDUCT OF BUSINESS TILL "EFFECTIVE DATE"


With effect from the "Appointed Date" and up to and including the "Effective Date"

- 5.1.1 The Transferor Company shall carry on and be deemed to have been carrying on all business activities and shall be deemed to have been held for and on account of and in trust for the Transferee Company.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,


(V. GURUSAMY)
Secretary

- 5.1.2 All profits or income accruing or arising to the Transferor Company or losses arising or expenditure incurred by it shall for all purposes be treated as and be deemed to be treated as the profits or income or losses or expenditure of the Transferee Company as the case may be.
- 5.1.3 The Transferor Company shall carry on its business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose of any of their units/undertakings or any part thereof except in the ordinary course of business or pursuant to any pre existing obligation undertaken by the Transferor Company prior to the "Appointed Date".
- 5.1.4 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Governments, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require including the registration, approvals, exemptions, etc., as may be required/granted or under any law for time being in force for carrying on business by the Transferee Company.
- 5.1.5 The Transferor Company shall not declare any dividend for the accounting period commencing from 1-4-2012 namely the "Appointed Date" till the "Effective Date" without prior written consent of the Transferee Company.
- 5.2 The Transferor Company shall continue to comply with the provisions of the Act including those relating to preparation, presentations, circulation and filing of accounts as and when they become due for compliance.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,


(V. GURUSAMY)

- 5.2.1. The Transferor Company shall not make any modifications to their capital structure either by an Increase (by Issue of right shares, bonus shares, convertible debentures or otherwise) decrease, reclassify, sub-divide or re-organize, or in any other manner, whatsoever, except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company.
- 5.2.2. The Transferor Company shall not vary except in the ordinary course of business the terms and conditions of the employment of their employees (If any) without the consent of the Board of Directors of the Transferee Company.

6. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 6.1 Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements and other Instruments of whatsoever nature to which the Transferor Company is a party, subsisting or having effect immediately before the amalgamation, shall be, in full force and effect, against or in favour of the Transferee Company as the case may be, and may be enforced as full and as effectively as if instead of the Transferor Company, the Transferee Company had been a party there to. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangement, confirmations or novations to which the Transferee Company will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or become necessary.

For RAJAPALAYAM SPINNERS LIMITED

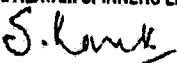

(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.,


(V. GURUSAMY)
Secretary

- 6.2 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Company is a party there to and shall not affect any right, privilege, obligations or liability acquired deemed to have been acquired and all such reference in such agreements, contract and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the "Effective Date".
- 6.3 All employees of the Transferor Company in service as on "Effective Date" shall become the employees of the Transferee Company on such date without any break or interruption in service and on terms and conditions as to remuneration not less favourable than those of subsisting with reference to the Transferor Company as on the said date.
- 6.4 In so far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other special scheme(s)/Fund(s) created or existing for the benefit of the employees of the Transferor Company is concerned, from "Effective Date" the Transferee Company shall, stand substituted for the Transferor Company for all the purposes whatsoever related to the administration or operation of such schemes or Funds or in relation to the obligation to make contributions to the said schemes/funds as per the terms provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relations to such schemes/funds shall become those of the Transferee Company. It is clarified that the service of the employees of the Transferor Company will be treated as having been continuous for the purposes of the aforesaid schemes/funds.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

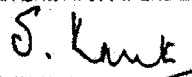
For RAJAPALAYAM MILLS LTD.:


(V. GURUSAMY)
Secretary


7. TREATMENT OF RESERVES

- 7.1 It is further provided that upon the Scheme coming into effect, the reserves and surplus of the Transferor Company whether capital or revenue, shall be recorded in the books of the Transferee Company at their existing carrying amounts and in the same form as they appear in the books of the Transferor Company at the "Appointed Date".
- 7.2 It is further provided that upon the Scheme coming into effect, the Miscellaneous Expenditure and debit balance of the Profit and Loss Accounts of the Transferor Company, if any shall be recorded in the books of the Transferee Company at the existing carrying amounts. All the accumulated losses and unabsorbed depreciation of RSL as on Appointed Date shall be deemed to be losses and unabsorbed depreciation of RML, on approval of the Scheme and the Transferee Company shall follow the Accounting Standard 14 for accounting treatment of all entries.
- 7.3 In lieu of the investment by Transferee Company in the Transferor Company, the Share Capital of the Transferor Company would be adjusted in the Transferee Company's books. The difference between the amount recorded as investment in the Transferee Company and the amount of Share capital of the Transferor Company is adjusted in the reserves in the Transferee Company's books. All disclosures and treatment would be based on method of accounting prescribed under Accounting Standard-14 "Accounting for Amalgamation" as prescribed by the Institute of Chartered Accountants of India.

For RAJAPALAYAM SPINNERS LIMITED


(S. KANTHIMATHINATHAN)
Director.

For RAJAPALAYAM MILLS LTD.


(V. GURUSAMY)
Secretary.

scheme or in regard to its implementation or in any manner connected therewith and to do all such acts, deeds, matters and things necessary for putting this Scheme into effect.

After dissolution of the Transferor Company, the Transferee Company by its Board of Directors or other persons duly authorized by its Board in this regard, shall be authorized, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reasons of any order of the High Court of Judicature at Madras or of any directive or order of any other authorities or otherwise, however, arising out of, under by virtue of this Scheme and/or matters concerning or connected therewith.

10.2 The Scheme shall be operative with effect from the APPOINTED DATE.

11. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

This Scheme is conditional on and subject to:-

11.1 The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.

11.2 The approval of and agreement to the Scheme by the requisite majority of such classes of persons of the Transferor Company as may be directed by the High Court of Judicature at Madras on the applications made for directions under Sections 391 of the Act.

11.3 The sanction by the High Court of Judicature at Madras under Section 391 and 394 and other applicable provisions of the Act being obtained by the Transferor Company as the case may be.

For RAJAPALAYAM SPINNERS LIMITED

S. Kanth
(S. KANTHATHATHAN)
Director

For RAJAPALAYAM MILLS LTD.,

V. Gurusamy
(V. GURUSAMY)

- 11.4 Such other sanctions and approvals as may be required by Law obtained, all necessary certified copies of the orders referred to in the Scheme being filed with the Registrar of Companies, Chennai.
- 11.5 In the event of Scheme failing to take finality, the Scheme shall become null and void and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or their creditors or employees or any other person.

12. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the *Transferor Company* and the *Transferee Company* respectively in relation to or in connection with negotiations leading up to the Scheme and or carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme and incidental to the completion of the amalgamation of the *Transferor Company* in pursuance of this Scheme shall be borne and paid by the *Transferee Company*.

13. The Board of Directors of the *Transferor Company* and of the *Transferee Company* acting jointly or any person or persons duly authorized by them respectively may assent on behalf of all concerned to any modification of or addition to this Scheme or to any condition which the High Court of Madras may think fit to impose and may do all acts, deeds, matters and things necessary and/or expedient for carrying this Scheme into effect.

WITNESS, The Hon'ble Thiru RAJESH KUMAR AGRAWAL, Acting Chief Justice of Madras High Court, aforesaid this the 13th day of June, 2013.

Sd/-

DEPUTY REGISTRAR(O.S).

//CERTIFIED TO BE A TRUE COPY//

DATED THIS THE 24th DAY OF June 2013.

[Signature]
COURT OFFICER.

From 25th September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decree in this format.

By 0023228

bs/20/06/2013

COMP.PETN.No.71 of 2013

ORDER DATED: 13.6.2013

THE HON'BLE MR. JUSTICE
V.RAMASUBRAMANIAN

FOR APPROVAL ON: 21.6.2013

APPROVED ON: 21.6.2013

COPY TO:

1. The Official Liquidator,
High Court, Madras.
2. The Regional Director,
Southern Region,
5th Floor, Ministry of
Corporate Affairs,
No.26, Haddows Road,
Chennai-6.
3. The Registrar of
Companies, II Floor,
No.26, Haddows Road,
Chennai.6.

By 0023229

HIGH COURT, MADRAS
ORIGINAL SIDE

C.A. No. --- 5229/13 ---
App'd. --- 16/11/13 ---
Stamp es:sd for --- 24/11/13 ---
Stamps put in ---
Ready --- 24/11/13 ---

[Signature]
C.O. (O.S.)