



# TCM Limited

(Formerly Travancore Chemical & Mfg. Co. Ltd.)

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CIN : L24299KL 1943PLC001192

GSTIN-32AAACT6206A1Z4

TCM No.222/2024

13<sup>th</sup> May 2024

M/s The Bombay Stock Exchange,

Registered Office

25<sup>th</sup> Floor, P.J. Towers,

Dalal Street,

Mumbai - 400 001

BSE SCRIPT CODE - 524156

Dear Sir/ Madam,

**Sub:- Entering into a MOU with M/s Biogenix Inc Pvt Ltd for contract manufacture of various reagents used in diagnostic laboratories for various tests on behalf of TCM Limited**

In accordance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we are pleased to inform our shareholders that your Company has entered into a MOU, DT. 13/05/2024 with Biogenix Inc Pvt Ltd, Lucknow for the contract manufacture of several reagents used in diagnostic laboratories for various tests on behalf of TCM Limited. The details of the receipt of the MoU are as follows-

Particulars	Details
Name(s) of parties with whom the agreement is entered	M/s Biogenix Inc. Pvt. Ltd, CIN- U24304UP2016PTC082775 Address- - 796, Ashiyana, Lucknow, Uttar Pradesh- 226 012, India
Purpose of entering into the agreement;	Biogenix Inc. Pvt. Ltd ("Biogenix") has statutory license and expertise in manufacturing of various reagents, which are used in diagnostic laboratories for various tests and it has convinced TCM Ltd about its facilities, factories, suitable ambience for production of reagents, skilled employees and packing facilities. TCM Ltd has its own clientele out of its marketing



	<p>skills in respect of various chemicals, reagents and laboratory equipments in India and abroad. As our company is desirous of supply of quality products to our customers has decided to produce quality assured reagents and for which our company wants to establish our own factory units. However, in order to reduce costs of manufacturing and management costs, we have decided to get the service out of the facilities of Biogenix to produce the reagents required for the market of our company in the brand and product name of TCM with packing and label as per our specification. However we are not providing any formula of processing techniques or technology but we rely on the competency and expertise of Biogenix for the quality prescribed by statutes in this regard though the labels and quantity to be contained in each container and packets will be intimated by placing orders in advance by TCM Ltd. Biogenix has agreed to provide its service by manufacturing, storing and packing of the reagents and by delivering the same at the destinations as per our requirements at its costs and as per the terms hereinafter fixed.</p>
Size of agreement	Biogenix will supply any quantity of the products as per the requirements of TCM Ltd on advance payment.
Shareholding, if any, in the entity with whom the agreement is executed	Nil
Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<ol style="list-style-type: none"> <li>1. This is a MOU is for contract manufacture of various reagents by Biogenix on behalf of TCM Ltd.</li> <li>2. Biogenix has valid manufacturing licence in respect of the chemicals/chemical reagents as per the Drugs and Cosmetics Rules, 1954 and it has secured all other licences and permits for running the industry of manufacturing of drugs and reagents.</li> <li>3. It represents to TCM Ltd that it shall not violate any statutory requirements so as to ensure</li> </ol>



	<p>the validity of such licenses during the tenure of this agreement.</p> <p>4. Biogenix has obtained required permits for transportation and storage of chemicals/reagents and that it has competent and trained employees for processing and handling products/reagents to be manufactured for TCM Ltd.</p> <p>5. Biogenix has its own factory unit at Lucknow, Uttar Pradesh with quality control laboratories to provide manufacturing facilities for our company as per the proposed arrangement and that it has qualified personnel for monitoring the production of chemicals and reagents for us and they are competent to issue certificate regarding the assurance on quality of the products.</p> <p>6. They shall be complying with all labour welfare and safety measures in respect of the factory and storage space for the manufacturing and storage of products for TCM Ltd.</p> <p>7. They are ready to maintain insurance coverage with respect to the factory, employees and storage as well as products to be kept for the service, to ensure the reimbursement to the TCM Ltd, in case of any loss occurs out of accidents and mistakes of employees from the side of Biogenix.</p> <p>8. Biogenix alone are responsible for the possession and custody of the products till it reaches the destination which is the godown/storage facility of TCM Ltd.</p> <p>9. Biogenix shall maintain a unit of factory for the exclusive purpose of production/manufacturing of products for us as per the specifications in this MoU.</p> <p>10. And also they shall be responsible for the patent/license violations, if any, in connection with the manufacturing and packing of the products/chemicals/reagents manufactured by them.</p> <p>11. TCM Ltd shall do the payment 100% in advance against confirmed Pro forma Invoice.</p>
<p>Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship</p>	<p>Not related to our promoter/promoter group/ group companies in any manner.</p>



Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Not a related party transaction(s)
In case of issuance of shares to the parties, details of issue price, class of shares issued;	NA
In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	This is a purely a contract manufacturing arrangement.
Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	No such terms in this MOU

Please take the same in your records.

Thanking you,  
Yours faithfully  
For TCM Limited

Gokul V  
Shenoy

Digitally signed by  
Gokul V Shenoy  
Date: 2024.05.13  
16:40:34 +05'30'

Gokul V Shenoy  
Company Secretary

