
THE COMPANIES ACT, 1956

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

khaitan (India) Limited

Registered and Incorporated as a Public Company
on the 7th day of October, 1936

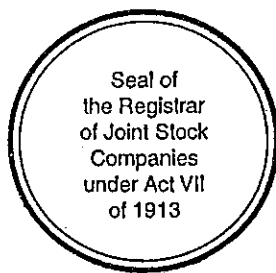
New Articles of Association adopted on the
20th day of March, 1990

Certificate of Incorporation

No. 3190 of 1936-37

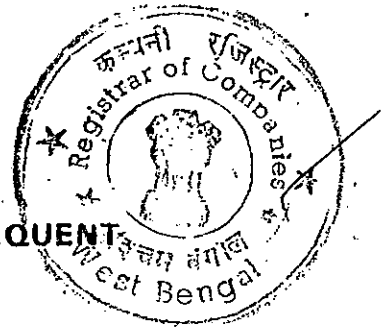
I hereby Certify that **THE RAMNUGGER CANE & SUGAR COMPANY LIMITED**, is this day incorporated under the Indian Companies Act, VII of 1913, and that the Company is Limited.

Given under my hand at Calcutta this Seventh day of October, One Thousand Nine Hundred and Thirty-six.



(Sd.) N. K. Majumdar
Registrar of Joint Stock Companies
Bengal

Co. No 21-08775



FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

कम्पनियों के रजिस्ट्रार के कार्यालय में ... [कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन] In the Office of the Registrar of Companies... [Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF The Ramnuggur Coal & Sugar Company Limited के विषय में।

मैं एतद्द्वारा प्रमाणित करता हूँ कि ... परिसीमित जिसका निगमन मूलतः 19... के ... के ... दिन इम... अधिनियम के अधीन और ... परिसीमित नाम द्वारा किया गया था कम्पनी अधिनियम 1956 की धारा 21/22 (1) (क)/22(1) (ख) के निर्बन्धनों के अनुसार आवश्यक संकल्प पारित कर चुकी है और इसकी वास्तु में केन्द्रीय सरकार की लिखित अनुमति कम्पनी कार्य विभाग द्वारा प्रदान कर दी गई है। I hereby certify that... Limited, which was originally incorporated on... day of... 19... under the... Act, and under the name... Limited having duly passed the necessary resolution in terms of section 21/22(1)(a)/22(1)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs.

क्षत्रोय निदेशक के तारीख... 19... के पत्र सं... द्वारा प्राप्त हो जान पर उक्त कम्पनी का नाम इम दिन ... परिसीमित में तब्दील कर दिया गया है और यह प्रमाण पत्र उक्त अधिनियम की धारा 23 (1) के अनुसरण में जारी किया जाता है। Regional Director... letter No. NER/LN/3190/91 dated... 26-9-1991 the name of the said company is this day changed to... Khairat Agro Complex Limited and this certificate is issued pursuant to section 23(1) of the said Act.

मेरे हस्ताक्षर से यह तारीख... को दिया गया। Given under my hand at... this day of... 1991... (One thousand nine hundred...)

Handwritten signature and stamp of Registrar of Companies, West Bengal.

*यहाँ पर कम्पनी का वह नाम लिखिए जो कि तब्दीली से पूर्व था। *Here give the name of the Company as existing prior to the change. †यहाँ पर अधिनियम (अधिनियमों का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रीकरण और निगमन किया गया था। †Here give the name of the Act(s) under which the Company was originally registered and incorporated. जे० एस० सी०-7 J S. C.-7



Coro-21-08775

नाम में तब्दीली के परिणामस्वरूप निगमन के लिये नया प्रमाण-पत्र
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME

कम्पनियों के रजिस्ट्रार के कार्यालय में

[कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन]

In the Office of the Registrar of Companies... West Bengal ...

[Under the Companies Act, 1956 (I of 1956)]

IN THE MATTER OF * Khaitan Agro Complex Ltd.

एतद्वारा प्रमाणित करता हूँ कि ... परिशीलित जिसका निगमन मूलतः 19... के ... के ... दिन इस ... अधिनियम के अधीन और ... परिशीलित नाम द्वारा किया गया था कम्पनी अधिनियम 1956 की धारा 21/22 (1) (क)/22(1) (ख) के निर्वन्धनों के अनुसार आवश्यक संकल्प पारित कर चुकी है और इसकी वाचन केन्द्रीय सरकार की लिखित अनुमतिकम्पनी कार्य विभाग द्वारा प्रदान कर दी गई है।

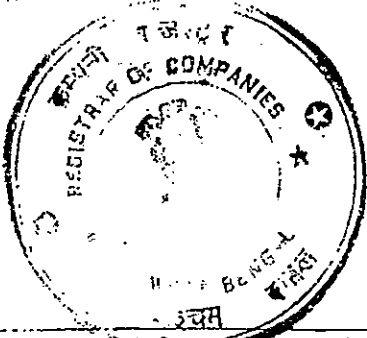
I hereby certify that Khaitan Agro Complex Ltd. Limited, which was originally incorporated on 7.11 day of October 1994 ... under the Companies Act, and under the name The Ramnagar cane & Sugar Co. Ltd. Limited having duly passed the necessary resolution in terms of section 21/22(1)(a) 22(1)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs.

क्षेत्रीय निदेशक के तारीख ... 19... के पत्र सं. ... द्वारा प्राप्त हो जान पर उक्त कम्पनी का नाम इस दिन ... परिशीलित में नब्दील कर दिया गया है और यह प्रमाण पत्र उक्त अधिनियम की धारा 23 (1) के अनुसरण में जारी किया जाता है।

Regional Director of Companies letter No. NER/EN/3190/94 dated 11.11.1994 the name of the said company is this day changed to Khaitan (India) Ltd. Limited and this certificate is issued pursuant to section 23(1) of the said Act.

मेरे हस्ताक्षर से यह तारीख ... को दिया गया।

Given under my hand at Calcutta this day of 14.11.1994 (One thousand nine hundred Ninety four ...)



Chhiser
(Dr. P. K. H. P. ADHYAY)
कम्पनियों का रजिस्ट्रार
Registrar of Companies

* यहाँ पर कम्पनी का वह नाम लिखिए जो कि तब्दीली से पूर्व था।
* Here give the name of the Company as existing prior to the change.
† यहाँ पर अधिनियम (अधिनियमों) का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रेशन और निगमन किया गया था।
† Here give the name of the Act(s) under which the Company was originally registered and incorporated.
जे० एच० सी०-7
J S. C.-7

STAMP RS. 30

(The Companies Act, 1956)

Company Limited by Shares

Memorandum of Association

of

Khaitan (India) Limited

1. The name of the Company is KHAITAN (INDIA) LIMITED.
2. The Registered Office of the Company will be situated in the province of Bengal.
3. The objects for which the Company is established are (and it is expressly declared that the several sub-clauses of this clause and all the powers thereof are to be cumulative and in no case is the generality of any one sub-clause to be narrowed or restricted by any particularity of any other sub-clause, nor any general expression is to be narrowed or restricted by any particularity of expression in the same sub-clause, or by the application of any rule of construction *ejusdem generis* or otherwise) :-
 - (1) To acquire and take over the business of zemindars and of growing and cultivating sugar-cane and other produce hitherto carried on by the firm of Messrs. Anderson, Wright & Co., and the lands and premises in connection therewith and with a view thereto to enter into the agreement referred to in Article 3 of the Company's Articles of Association with the said firm of Messrs. Anderson, Wright & Co., and to carry the same into effect with or without modification.

To enter
into
agreement.

- Manufacturers, refiners and dealers in sugar, etc. (2) To carry on the business of manufacturers and refiners of and dealers in sugar, molasses, gur and other saccharine substances and all sugar products and by-products, and dealers in and importers and exporters of saccharine products of every description, whether manufactured or unmanufactured, and in and of any by-products of any such manufacture.
- Sugar-cane, etc. (3) To carry on and work the business of growing, cultivating or buying every kind of sugar-cane, plants, fruits and seeds and vegetable produce or products of the soil and products of agriculture or husbandry and to prepare, manufacture, crush and render marketable any such sugar-cane, plants, fruits, seeds, grain and produce, and to sell, dispose of and deal in any sugar, molasses, gur, plants, fruits, seeds, produce and products in their prepared, manufactured or raw state, and to carry on the business of millers and whether as principals or agents to grind, crush, prepare and make marketable wheat, rice and every kind of grain, fruit and vegetable produce and the products thereof and to deal in and dispose of the same in every way.
- Oil (4) To carry on the business of seed crushers and dealers in oil and of growing, purchasing and otherwise acquiring and selling and otherwise trading in oil, oil-seed and other oleaginous substances and products and of crushing and extracting oil from oil-seeds and other substances or products aforesaid and of selling and otherwise trading in the oil and oil cake to be so manufactured or produced or purchased or acquired.
- Indigo, etc. (5) To carry on the business of dealers in indigo, lac, shellac, resin, gum, tannin, catch, caffeine and every nature and description of vegetable, vegetable extract, forest products and produce of the soil and trees and to buy, sell, dispose of, manufacture and deal in indigo and any such commodity, thing or produce, either in its raw, manufactured, or prepared state and either wholesale or retail.
- Ice (6) To carry on the business of ice manufacturers and merchants.
- Wines, etc. (7) To carry on the business of wine and spirit makers, brewers and distillers, fruit-growers and preservers and manufactures of all vegetable products and to sell and otherwise trade in all wines, spirits, alcoholic liquors, fruits and vegetable products.
- To carry on business of general manufacturers, etc. (8) To carry on the business of general manufacturers and to manufacture, buy, sell and deal in apparatus, machine, material and articles of all kinds.
- Lands for factories and Plantations (9) To acquire, by purchase or on lease or otherwise, lands in India or elsewhere and to establish and equip factories on such lands or on any of them or on any part or parts thereof together with such gardens and plantations as shall be considered expedient or convenient for the purposes of the Company.

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| (10) | To carry on all or any of the business of or usually carried on by zemindars or land companies. | Zemindari |
| (11) | To irrigate, cultivate, improve and develop any lands and properties, whether belonging to the Company or not, and to develop the resources thereof by clearing, draining, fencing, cultivating, planting, manuring, farming, letting or otherwise, with power to advance money to other persons for any of the purposes aforesaid. | Develop lands |
| (12) | To breed, rear, farm, buy, sell and deal in live-stock of any kind and to buy, prepare and manufacture animal produce or manures of every kind and to sell, dispose of, deal in or otherwise turn to account any such produce or manures either in their prepared, manufactured or raw state and either by wholesale or retail. | Farm |
| (13) | To acquire by purchase, lease, exchange or otherwise, lands, buildings and hereditaments of any tenure or description and any estate or interest therein and any rights over or connected with land, and either to retain the same for the purpose of the Company's business or to turn the same to account as may seem expedient. | Purchase, lease, exchange |
| (14) | To sink wells and shafts, lay down pipes, construct, maintain and improve any tramways, telegraph lines, canals, reservoirs, water-courses, warehouses, sheds, and other buildings and works calculated, directly or indirectly, to advance the interests of the Company, and to pay or contribute to the expense of constructing, maintaining, and improving any such works. | Construct Tramways, etc. |
| (15) | To construct, carry out, maintain, improve, manage, work, control and superintend any hats, markets, reservoirs, water-works, tanks, bridges and works, in connection therewith, hydraulic works, electrical works and factories, coolie lines and houses, and bustees, villages and other works and conveniences, which may seem, directly or indirectly, conducive to any of the objects of the Company, and to contribute to, subsidise or otherwise aid or take part in any such operations. | Construct Markets, etc. |
| (16) | To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's property or rights. | Any other business |
| (17) | To enter into any arrangement with any Government or authority, supreme, 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 authority all rights, concessions and privileges which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions. | Government concessions |
| (18) | To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company. | Acquire and undertake business |

- Patents (19) To apply for, purchase or otherwise acquire any patents, *brevets d'invention*, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- Partnership, etc. (20) To enter into partnership or into any arrangement for sharing profits, into any union of interests, joint-adventure, reciprocal concession or co-operation with any person or persons or company or companies carrying on, or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- Finance (21) To carry on all or any of the business of borrowing, raising or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling and dealing with stocks, funds, shares, debentures, debenture-stocks, bonds, obligations and other securities.
- Loans (22) To lend money, either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit.
- Holding Shares (23) To take or otherwise acquire and hold shares in any other company.
- Promotion (24) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem, directly or indirectly, calculated to benefit this Company.
- Investment (25) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- Guarantee (26) To guarantee the payment of money, unsecured or secured, 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 authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not, and generally to guarantee or become sureties for the performance of any contracts or obligations.
- Publicity (27) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

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| (28) | To aid, pecuniarily or otherwise, any association, body 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. | Solution of Labour Problems |
| (29) | To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business of the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition for any public, general or useful objects. | Provident Institutions |
| (30) | To borrow or raise, secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital and to purchase, redeem and pay off any such securities. | Borrowing |
| (31) | To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of, any shares in the Company's capital or any debentures, debenture-stock or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business. | Remuneration |
| (32) | To draw, make, accept, discount, execute and issue bills of exchange, Government of India securities and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities. | Negotiable Instruments |
| (33) | To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously, or otherwise. | Trusts |
| (34) | To sell or dispose of undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company. | Sell-undertaking |
| (35) | To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company. | Sell Company's Property |
| (36) | To distribute all or any of the property of the Company amongst the members in specie or kind. | Distribution in specie |
| (37) | To do all or any of the above things, either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise, and to do all such things as are incidental or conducive to the attainment of the above objects. | Trustee and agency |
| (38) | To carry on the business of general manufacturers and to manufacture, buy, sell, and deal in apparatus, machinery, materials and articles of all kinds. | To carry on business of general manufacturers, etc. |

(6)

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| To carry on business of electrical and electronic items etc. | (39) | To manufacture, assemble, market, fabricate, lease, hire, supply, distribute, buy, sell, import, export, design, maintain, repair, or otherwise deal in any or all types of electrical and electronic equipments and articles including air compressors, welders, fans, switches, motors, air conditioners, refrigerators, washing machines, televisions, videos, wireless apparatus including radio receivers and transmitters, electronic instruments, diodes, transistors and allied items, watches, clocks, cameras and household appliances, typewriters, printers, word processors, photographic equipments, telephones, calculators, electronic accounting and business machines, sound amplifying systems. |
| To carry on leasing business | (40) | To carry on business of leasing, hire purchase, finance and to provide on lease and/or hire purchase all types of plants, machineries, equipments, vehicles, buildings, appliances and other household articles (including imported goods) |
| Amalgamation | (41) | To amalgamate with any other Company or Companies according to the provisions of the Act. |

And it is hereby declared that the word "Company", save when used in reference to this Company, in this clause, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, whether domiciled in British India or elsewhere.

4. The liability of the members is limited.
5. The Authorised Share Capital of the Company is Rs. 25,00,00,000/- divided into 4,000 6% (tax free) Cumulative Preference Shares of Rs. 100/- each, 2,47,50,000 Equity Shares of Rs. 10/- each and 21,000 Preference Shares of Rs. 100/- each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may, for the time being, be provided by the regulations of the Company.

(7)

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber	Names, Addresses and Descriptions of Witnesses
IAN A. CLARK Merchant 22, Strand Road, Calcutta	One Preference	
ROBERT SCOTSON Merchant 22, Strand Road, Calcutta	One Equity	
A WRIGHT Assistant Khardah Co. Ltd. 22, Strand Road, Calcutta	One Equity	S. K. CHAUDHURI Merchant Assistant 22, Strand Road, Calcutta
H. M. KING Assistant Khardah Co. Ltd. 22, Strand Road, Calcutta	One Equity	
J. P. EVANS Merchant Assistant 22, Strand Road, Calcutta	One Equity	
C. H. HEAPE Stockbroker 6, Lyons Range, Calcutta	One Equity	G. S JOHNSTON Stock Broker 6, Lyons Range, Calcutta
D. H. WILMER by his Attorney E. L. WATTS 32, Dalhousie Square, Calcutta	One Equity	F. RAYNEAU Solicitors Assistant 32, Dalhousie Square, Calcutta
TOTAL	One Preference Six Equity	

Dated the 7th day of October, 1936

(The Companies Act, 1956)

Company Limited by Shares

Articles of Association

of

khaitan (India) Limited

Adopted by Special Resolution passed
at the Annual General Meeting
held on 20th March, 1990

I PRELIMINARY

1. The regulations contained in Table A in Schedule 1 of the Companies Act, 1956 shall not apply.
2. In these Articles :
Unless the context otherwise requires :
 - (i) The Company or this Company means KHAITAN (INDIA) LIMITED.
 - (ii) The words or expressions contained in these Articles shall bear the same meaning as in the Act.
 - (iii) "The Act" means the Companies Act, 1956 or any statutory modification thereof and "Section" shall mean a Section of the said Act.
 - (iv) "The Board" means the Board of Directors for the time being of the Company.
 - (v) "The Seal" means the Common Seal of the Company.
 - (vi) "Office" means the Registered office of the Company.
 - (vii) Words importing singular number shall include plural and vice versa and words importing the masculine gender shall include females and the words importing persons shall include bodies corporate.
 - (viii) "Month" and "Year" means a calendar month and a calendar year respectively.
 - (ix) Expressions referring to "writing" shall be construed as including references to

(2)

printing, lithograph, photography and other modes of representing or reproducing words in a visible form "The Registers" mean the Registers of Members to be kept pursuant to the Act.

II CAPITAL

3. The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may, from time to time, be provided under clause No. 5 of the Memorandum of Association of the Company.
4. The Company shall have the power to increase or reduce the capital for the time being of the Company and to divide the shares in the capital into several classes with rights, privileges or conditions as may be determined. The Company may issue preference shares which shall, or at the option of the Company, shall be liable to be redeemed.

III SHARES

5. The shares shall be under the control of the Board who, subject to the provisions of the Act, may classify, allot or otherwise dispose of the same to such persons, on such terms and conditions and either at a premium or at par or at a discount and at such time as the Board thinks fit and with full power to call for the allotment of any share either at par or at a premium or at a discount and for such time and for such considerations as the Directors may think fit, provided that no option or right to call shall be given to any person except with the sanction of the Company in general meeting.

IV PAYMENT OF COMMISSION AND BROKERAGE

6. (i) The Company may exercise the powers of paying commissions conferred by Section 76 of the Act, provided that the rate percent, or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section.
- (ii) Subject to the provisions of Section 76 of the Act, rate of commission shall not exceed the rate of 5% (five percent) of the price at which the shares in respect whereof, the same is paid are issued or an amount equal to 5% (five percent) of such price, as the case may be, and in case of debentures 2 1/2% (two and half percent) of the price at which debentures are issued.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in one way and partly in the other.
- (iv) The Company may also pay such brokerage as may be lawful on any issue of shares or debentures.

V TRUSTS NOT RECOGNISED

7. Except as required by Law, no person shall be recognised by the Company as holding any shares upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or except

only as by these regulations or by law otherwise provided any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

VI MODIFICATION OF RIGHTS

8. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) 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 two persons at least holding or representing by proxy one third of the issued shares of the class in question.
9. 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.

VII SHARE CERTIFICATE

10. The certificate of title to shares shall be issued within three months after allotment (or within such other period as the conditions of the issue shall provide) or within two months after the application for the registration of transfer is received under the seal of the Company signed by two Directors and the Secretary or some other person appointed by the Directors, subject to such rules and regulations as may be prescribed by Law from time to time.
11. (i) Every person whose name is entered as a member in the Register of members shall be entitled to receive within three months after allotment or within two months after the application for the registration of transfer (or within such other period as the conditions of issue shall provide) :
 - (a) One certificate for all his shares without payment; or
 - (b) Several certificates, each for one or more of his shares, upon payment of one rupee for every certificate after the first;
 - (c) Several certificates to one member as directed by the Stock Exchange from time to time without any payment where the shares of the Company are listed.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

12. The certificate of share registered in the names of two or more persons shall be delivered to the person first named in the register.
13. If any certificate be old, decreipt, worn-out, torn or defaced or where the cages on its reverse side for recording transfers have been fully utilised, then upon surrender thereof to the Company, the Board shall order the same to be cancelled and issue a new certificate in lieu thereof without any payment. If any certificate be lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Board and on such indemnity and payment of out-of pocket expenses incurred by the Company in investigating evidence, as the Board think fit, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate on a fee of Re. 1/- (Rupee One) for each certificate or such smaller fee as the Board may determine.

VIII CALLS

14. The Board may, from time to time, make such calls on uniform basis as it thinks fit, upon the members in respect of all moneys unpaid on the shares (whether on account of the nominal value of the shares or by way of premium) held by them and not by conditions of allotments thereof made payable at fixed time and each such member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board. A call may be made payable by instalments.
15. The joint holders of shares shall severally as well as jointly be liable for the payment of all instalments and calls due in respect of such shares.
16. (i) A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed unless the same is expressly made effective on any other date under such resolution.
(ii) Not less than 14 days' notice of any call shall be given specifying the place and time of payment and to whom such call shall be paid; provided that Board may, subject to Section 91 of the Act, by notice in writing to a member, revoke the call or extend the time for payment thereof.
17. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the share or by way of premium, every such amount of instalment shall be payable as if it was a call duly made by the Board and of which due notice had been given and all provisions herein contained in respect of calls for future or otherwise shall relate to such amount or instalment accordingly.
18. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 12% (twelve percent) per annum or at such other rate as the Board may determine from the day appointed for the payment thereof to the time of actual payment but the Board shall be at liberty to waive payment of the interest wholly or in part.
19. The Board may receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof, as from time to time exceeds

the amount of the calls then made upon the shares in respect of which such advance has been made and the Company may pay interest at such rate not exceeding twelve (12) percent per annum or as the member paying such sum in advance and the Directors agree upon. Money so paid in advance or so much thereof, as from time to time exceeds the amount of calls shall not rank for dividends or participate in profits. Money so paid in excess of the amount of calls until appropriated towards satisfaction of any call shall be treated as advance to the Company and not a part of capital and shall be repayable at any time if the Directors so decide.

IX FORFEITURE

20. If any member fails to pay the whole or any part of any call, or instalment or any money due in respect of any shares, either by way of principal or interest, on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment or other money remain unpaid serve a notice on such member or on the persons (if any) entitled to the share by transmission requiring him to pay the same together with any interest that may have accrued and all the expenses that may have been incurred by the Company by reason of such non-payment.
21. The notice shall name a day (not being less than 14 days from the date of notice) and a place on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made or instalment is payable will be liable to be forfeited.
22. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of call or instalment, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect and the forfeiture shall be recorded in the Director's Minute Book. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
23. When any shares shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and entry of the forfeiture with date thereof shall forthwith be made in the register of members.
24. Any share so forfeited shall be deemed to be the property of the company and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they may think fit. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
25. Any member whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all calls, instalments, interests and expenses owing upon or in respect of such shares at the date of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 12% (twelve percent) per annum and the Directors may enforce the payment thereof, if they think fit.
26. The forfeiture of a share shall involve the extinction of all interest in and also of all claims, demands against the Company in respect of the share, and all other rights incidental to the share, except only such of those rights as by the Articles are expressly saved.

27. A duly certified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have duly been forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares; and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as holder thereof and shall not be bound to see the application of the purchase money, nor shall his title to such shares be effected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition.

X LIEN ON SHARES

28. The Company shall have first and paramount lien upon all partly paid up shares registered in the name of each member (whether solely or jointly with others), and shall also have such lien upon the proceeds of sale thereof for his debts, liabilities and engagements, solely or jointly with any other persons to or with the Company in respect of the shares in question and no equitable interest in any such shares shall be created except upon the footing and condition, that provisions of these presents are to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as waiver of the Company's lien, if any, on such shares.

Provided that the Company's lien shall be extended to money called or made payable at a fixed time in respect of such shares.

29. No member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums, presently payable by him, have not been paid or in regard to which the Company has exercised any right of lien.
30. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, provided that no sale shall be made :
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists and is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
31. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member, his executors, administrators or representatives, and 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 persons entitled to the shares at the date of the sale.
32. Upon any sale after forfeiture or for enforcing lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register of members in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity

of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only.

XI TRANSFER

33. Save as provided in Section 108 of the Act, no transfer of shares in or debentures of the Company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no such certificate is in existence, the Letter of Allotment of the Shares. The instrument of transfer of any shares in or debentures of the Company shall specify the name, father's/husband's name, address, occupation, nationality of the transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of members. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address and occupation.
34. Application for the registration of the transfer of shares may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to a partly paid share, no registration shall be effected unless the Company gives notice of the application to the transferee, in the manner prescribed by Section 110 of the Act. Subject to the provisions of Articles hereof, if the transferee makes no objection within two weeks from the date of receipt of the notice, the Company shall enter in the register of member the name of the transferee in the same manner and subject to the same condition as if the application for registration was made by the transferee.
35. Before registering any transfer tendered for registration, the Company may, if it thinks fit, give notice by letter posted in the ordinary course to the registered holder, that such transfer deed has been lodged and that unless objection is made, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office of the Company within ten days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder, the Company shall be deemed to have decided not to give notice and in any event, the non-receipt by the registered holder of any notice shall not entitle him to make any claim of any kind against the Company or the Board in respect of such non-receipt.
36. Neither the Company nor its Board shall incur any liability for registering or effecting a transfer of shares apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or its Board, be legally, inoperative or insufficient to pass the property in the shares or debentures proposed or proposed to be transferred; and although the transferor may, as between the transferor and transferee, be liable to be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particular of the shares transferred, or otherwise in a defective manner. In every such case, the person registered as transferee, his executors, administrators or assigns alone shall be entitled to be recognised as the holder of such share or debentures and the previous holder of such share or debentures shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.
37. No transfer shall be made to a minor or person of unsound mind.

38. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares or if no such certificate is in existence, by the Letter of Allotment of the shares to be transferred and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares, and upon payment of the proper fee to the Company, the transferee shall (subject to the right of the Board to decline to register hereinafter mentioned) be registered as a member in respect of such shares. The Board may waive the production of any certificate upon evidence satisfactory to it of its loss or destruction.
39. All instrument of transfer which shall be registered, shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.
40. The Board may decline to recognise any instrument of transfer if :
- (i) the instrument of transfer is not accompanied by the instrument of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor;
 - (ii) the instrument of transfer is in respect of more than one class of shares; or
 - (iii) it is for transfer of any partly paid share or any share on which the Company has a lien.
- Provided that registration of a transfer shall not be refused on the ground of the transferor being, either alone or jointly with any other person or persons, indebted to the company on any account whatsoever except a lien on shares.
41. The registration of transfers may be suspended after giving due notice at such times and for such periods as the Board may, from time to time, determine :
- Provided that such registration shall not be suspended for more than forty-five days in any year, and not exceeding thirty days at any one time.
42. The Shares in the company shall be transferred in the form for the time being prescribed under the rules framed under the Act. No fee will be charged for registration of transfer, probate, letter of administration, power of attorney, certificate of death or marriage or similar other documents.

XII TRANSMISSION

43. The executors or administrators of the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint-holders) shall be the only person (s) whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint-holder of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but 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. Before recognising any executor or administrator or legal heir, the Board may require him to obtain a probate or letter of administration or succession certificate or other legal representation as the case may be, from a competent Court;

Provided, nevertheless, that in any case where the Board in its absolute discretion think

fit, it may dispense with production of probate or letter of administration or a succession certificate or such other legal representation upon such terms as to indemnify the Company or otherwise as the Board may consider desirable;

Provided also that the holder of a succession certificate shall not be entitled to receive any dividend already declared but not paid to the deceased member unless the succession certificate declares that the holder thereof is entitled to receive such dividends.

44. Any person becoming entitled to a share in consequence of the death, lunacy or insolvency of a member may, upon producing such evidence of his title as the Board thinks sufficient, be registered as a member in respect of such share; or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.
45. 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 was registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

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

46. If the person so becoming entitled to share under preceding Article shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person, he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to the transfer of share. All the limitations, restrictions and provisions of these Articles relating to the right of the transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid.
47. The Articles providing for the transfer and transmission of shares, shall *mutatis mutandis* apply to the transfer and transmissions of Debentures of the Company.

XIII ALTERATION IN CAPITAL

48. The Company, in General Meeting by ordinary resolution, may :
 - (i) Increase its authorised share capital by such amount as it thinks expedient by creating new shares.
 - (ii) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (iii) 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, and diminish the amount of its capital by the amount of the shares so cancelled.
 - (iv) Subdivide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject to the provisions of Section 94 (l) (d) of the Act.

- (v) Reduce its capital in any manner authorised by Section 100 to 105 of the Act.

The powers conferred by this Article may be exercised by an ordinary resolution, except in the case of reduction of capital when the exercise of the power in that behalf shall be by a special resolution. The Company shall give due notice to the Registrar of Companies of any such alteration in capital.

XIV STOCKS

49. The Company in General Meeting may convert any paid up shares into stock and re-convert any stock into paid up shares of any denominations.
50. When any share has been converted into stock the several holders of such stock may, henceforth, transfer their respective interests therein or any part of such interests in the same manner, and subject to the same regulations, as would have applied to the transfer of the shares from which the stock arose or as near thereto as circumstances would admit. The Board may, from time to time, fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum.
51. The holders of stock shall, according to the amount of the 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 dividend and profits of the Company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.
52. Such of the Articles of the Company (other than those relating to share warrants), as are applicable to paid-up shares, shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder" respectively.

XV SHARE WARRANTS

53. The Company may issue share warrants subject to, and in accordance with, the provisions of Sections 114 and 115 of the Act, and accordingly, the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.
54. (i) The bearer of a share warrant may at any time deposit the warrant at the office of the company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the company, and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the register of members as the holder of the shares included in the deposited warrant.
- (ii) Not more than one person shall be recognised as depositor of the share warrant.
- (iii) The company shall, on two days' written notice, return the deposited share warrant to the depositor.
55. (i) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend

or vote or exercise any other privilege of a member at a meeting of the Company or be entitled to receive any notice from the Company.

- (ii) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the register of members as the holder of the shares included in the warrant, and he shall be a member of the company.
56. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

XVI GENERAL MEETINGS

57. (i) The company shall hold Statutory Meeting and Annual General Meetings as provided under sections 165 and 166 of the Act.
- (ii) All general meetings other than Annual General Meeting shall be called extra-ordinary general meetings.
58. (i) The Board may, whenever it thinks fit, call an extra-ordinary general meeting.
- (ii) If at any time, there are not within India directors capable of acting who are sufficient in number to form a quorum, any director of the Company may call an extra-ordinary general meeting in the same manner, or as nearly as possible, as that in which such a meeting may be called by the Board.

XVII PROCEEDINGS AT GENERAL MEETINGS

59. (i) 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.
- (ii) Save as herein otherwise provided, five members present in person shall be a quorum.
60. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company.
61. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the directors present shall elect one of their number to be the Chairman of the meeting.
62. If, at any meeting, no director is willing to act as Chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be the Chairman of the meeting.
63. (i) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

- (iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 64. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded shall be entitled to a second or casting vote.
- 65. Any business, other than that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.

XVIII VOTES OF MEMBERS

- 66. Subject to any rights or restrictions for the time being attached to any class or classes of shares :
 - (i) on a show of hands, every member present in person shall have one vote; and
 - (ii) on a poll, the voting rights of members shall be as laid down in Section 87 of the Act.
- 67. 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.

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 68. 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.
- 69. 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.
- 70. (i) No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
- 71. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified 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, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 72. An instrument appointing a proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances permit.
- 73. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the

proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given :

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

XIX DIRECTORS

74. At the time of adoption of these Articles, the persons hereinafter named are the Directors of the Company.
1. Mr. S. K. KHAITAN
 2. Mr. P. SENGUPTA
 3. Mr. M. L. PYNE
 4. Mr. SUNIL K. KHAITAN
 5. Mr. M. K. JALAN
 6. Mr. K. BACHHAWAT
 7. Dr. V. K. RUNGTA
 8. Mr. M. K. BASU
 9. Mr. L. K. VYAS
 10. Mr. B. K. DALMIA
75. Unless otherwise determined by the Company in a General Meeting, the number of Directors shall not be less than three and more than fifteen.
76. The Directors of the Company are not required to hold any share in the Company as qualification shares.
77. (i) Each Director shall be entitled to receive out of the funds of Company for his services in attending meeting of the Board or of committee of the Board, a fee not exceeding such sum as may be prescribed under Section 310 of the Act. In addition, subject to the provision of Section 309 of the Act, the Directors may receive a commission up to three percent (3%) of the net profit of the Company as computed under provisions of the Act, and such commission shall be divided amongst them as the Directors may determine. The Directors may waive or reduce their fee for any meeting or period.
- (ii) Any Director performing extra services or making any special exertion for any of the purposes of the Company or who is a Managing or Wholtime Director, may be paid such fixed sum or remuneration, either by way of monthly payment or at a specified percentage of profit or in any other manner, as the Company may determine, subject to the provisions of the Act.
- (iii) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- (iv) In addition to the remuneration payable to them in pursuance of the Articles, the directors may be paid all travelling, hotel and other expenses properly incurred by them :
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
 - (b) in connection with the business of the Company.

78. The Board may pay all expenses incurred in registering the Company.
79. The Company may exercise the powers conferred on it by Sections 157 and 158 of the Act, with regard to the keeping of a foreign register, and the Board may (subject to the provisions of these sections) make and vary such regulations as it may think fit, respecting the keeping of any such register.
80. Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for the purpose.
81. (i) 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 Article 75 above.
- (ii) Such person shall hold office only up to the date of the next Annual General Meeting of the company but shall be eligible for appointment by the Company as a director at that meeting, subject to the provisions of the Act.
82. (i) The Board of Directors shall also have power to fill a casual vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have held the same if no vacancy had occurred.
- (ii) The Board may appoint any person to act as an alternate director for a Director during the later's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting and to attend and vote thereat accordingly, but he shall "*ipso facto*" vacate office, if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.
83. If it is provided by any agreement, deed or other documents securing or otherwise in connection with any loan taken by the Company or in connection with taking of any shares by any person, that any such person or persons shall have power to nominate a Director on the Board of Directors of the Company, then and in case of taking of any such loan or shares or entering into such agreement the person or persons having such power may exercise his power from time to time and appoint a Director accordingly. Such Director may be removed from office at any time by the person or persons in whom the power under which he was appointed is vested and another Director may be appointed in his place, but while holding such office, he shall not be liable to retire by rotation nor hold any qualification shares.
84. In the event of the Company borrowing any money from the Industrial Development Bank of India (IDBI), or Industrial Finance Corporation of India Limited (IFCI), or the Industrial Credit and Investment Corporation of India Limited (ICICI), or Life Insurance Corporation of India (LIC), or Unit Trust of India (UTI), or General Insurance Corporation of India (GIC), or any Government body or financial Institution or bank, while any money remains due to the said Corporation or the Government body or the Institution or Bank, the said Corporation, the Government body and Institution or Bank shall have and may exercise the rights and powers to appoint from time to time any person or persons to be a Director or Directors of the Company. Any person or persons so appointed may, at any time, be removed from office by the said Corporation or Government body who may from

the time of such removal, or in case of death or resignation of the person or persons so appointed, appoint any other person or persons in his/their place. Any such appointment or removal shall be in writing, signed by the Corporation or Government body and served on the Company. Such nominated directors shall not be required to hold any qualification shares nor they will be liable to retire by rotation, provided that, at no time, the Directors not liable for retirement should exceed 1/3rd of the number of the Company for the time being.

XX PROCEEDINGS OF BOARD

85. (i) The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit, subject to the provisions of Section 285 of the Act.
- (ii) A director may, and manager or secretary, on the requisition of a director, shall at any time, summon a meeting of the Board.
86. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.
87. 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.
88. (i) The Board may elect a Chairman of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairman is elected, or if at any meeting, the Chairman is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be the Chairman of the meeting.
89. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to a committee consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
90. (i) A committee may elect a chairman of its meetings.
- (ii) If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the chairman of the meeting.
91. (i) A committee may meet and adjourn as it thinks proper.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.
92. All acts done by 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, be valid as if every such director or such person had been duly appointed and was qualified to be a director.

93. Save as otherwise expressly provided in the Act, a resolution in writing, signed by the members of the Board or of a committee thereof, in accordance with the provisions of Section 289 of the Act, shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

XXI POWERS OF DIRECTORS

94. Subject to the provisions of the Act, the control of the Company shall be vested in the Board which shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Statute or by the Memorandum of Association of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting.

Provided further that in exercising any such power or doing any such, act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other Statute or in the Memorandum of Association of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting and no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

95. Subject to and in accordance with the provisions of the Act, the Board shall retain and employ such staff as may be necessary for carrying on the business of the Company. The salary or other remuneration of such staff shall be defrayed by the Company and all or any of such staff be engaged exclusively for the Company or jointly with other concerns.

XXII BORROWING POWERS

96. (i) The Board may from time to time, at its discretion, subject to the provisions of the Act, raise or borrow, either from the Directors or from elsewhere, and secure the payment of any sum or sums of money for the purposes of the Company.
- (ii) The Board 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.
97. If any uncalled Capital of the Company is included in or charged by any mortgage or other security, the Board may, by instrument under the Company's seal, authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to collect money in respect of calls made by the Board on members in

respect of such uncalled capital and the provisions hereinbefore contained in regard to call shall *mutatis mutandis* apply to calls made under such authority; and such authority may be made exercisable either conditionally or unconditionally, either presently or contingently and either to the exclusion of the Director's power or otherwise and shall be assignable if expressed so to be.

98. Debentures, bonds and other securities may be made assignable, free from any equities, between Company and the persons to whom the same may be issued.
99. Subject to the provisions of the Act, any debenture, bonds or other securities may be issued by the Company at a discount, premium or otherwise, with any special privileges as to redemption, surrender, drawings, shares, appointment of Directors or otherwise. Debentures and bonds with right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in general meeting and compliance of the provisions of the Act.

XXIII MANAGING DIRECTOR, MANAGER OR SECRETARY

100. Subject to the provisions of the Companies Act, 1956, the Company in general meeting or the Directors may at any time appoint one or more Directors as Managing Director(s) or Wholtime Director(s) on such remuneration, terms and conditions as may be decided by them in such meeting. A Wholtime or Managing Director shall not be liable to retire by rotation.
101. Subject to the provisions of the Act, a manager or secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any manager or secretary so appointed may be removed by the Board.
102. Subject to the provisions of Sections 269 and 314 of the Act, a Director may be appointed as Manager or Secretary.
103. A provision of the Act or these Articles requiring or authorising a thing to be done by a director and the manager or secretary shall not be satisfied by its being done by the same person acting both as director and as, or in place of the manager or secretary.

XXIV THE SEAL

104.
 - (i) The Board shall provide for the safe custody of the seal.
 - (ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director or Secretary or such other person as the Board may appoint for the purpose; and the director and secretary or other person aforesaid shall sign on every instrument to which the seal of the Company is so affixed in his presence, subject to the provisions of Article 10 hereof, in respect of share certificates.
 - (iii) The company may exercise the power conferred by Section 50 of the Act, with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

XXV DIVIDENDS AND RESERVES

105. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
106. The Board may, from time to time, pay to the members such interim dividends as appear to it to be justified by the profits of the company.
107. (i) Subject to the provisions of the Act, the Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks proper as reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provisions 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 investment (other than shares in the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.
108. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the nominal amounts of the shares.
- (ii) No amount paid or credited as paid on shares in advance of calls shall be treated for the purposes of this Article as paid on the share.
- (iii) Unless otherwise decided by the Board, 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.
109. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the company subject to Section 205 of the Act.
110. All dividends remaining unpaid shall be dealt with in the manner as provided under Section 205A of the Act.
111. (i) Any dividend, interest or other moneys payable in cash in respect of shares may be paid 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 holders or joint holders may, in writing, direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
112. Any one of two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
113. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

114. No dividend shall bear interest against the Company except as provided under law.

XXVI ACCOUNTS

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

XXVII CAPITALISATION OF PROFITS

116. (i) The Company in general meeting may, upon recommendation of the Board, resolve :
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend, and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3), either in or towards :
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively.
- (b) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or
- (c) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii)
- (iii) A share premium account and a capital redemption reserve fund may, for the purpose of these Articles, be applied only in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.
- (iv) The Board shall give effect to the resolution passed by the Company in pursuance of these Article.
117. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall :-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares; and
- (b) generally to do all acts and things required to give effect thereto.
- (ii) The Board shall have full power :

- (a) to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions; and also
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with Company providing for the allotment to them respectively credited as fully paid up, of any further shares to which they may be entitled upon such 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 the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (iii) Any agreement made under such authority shall be effective and binding on all such members.

XXVIII WINDING UP

118. (i) 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.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustee upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXIX MEMBERS

119. Every person who is a subscriber to the Memorandum of Association and/or who intends to be or becomes a member of the Company shall, subject to the provisions of any law in force, be bound by the provisions of the Memorandum and Articles of the company and any matter of dispute arising between the Company and any such person as regard mutual rights, obligations or otherwise shall be subject to the jurisdiction of the court having jurisdiction over the registered office of the Company in respect to the disputed matter.

XXX INDEMNITY

120. Subject to the provisions of the Section 201 of the Act, every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any bonafide proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the court.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber	Names, Addresses and Descriptions of Witnesses
IAN A. CLARK Merchant 22, Strand Road, Calcutta	One Preference	
ROBERT SCOTSON Merchant 22, Strand Road, Calcutta	One Equity	
A WRIGHT Assistant Khardah Co. Ltd. 22, Strand Road, Calcutta	One Equity	S. K. CHAUDHURI Merchant Assistant 22, Strand Road, Calcutta
H. M. KING Assistant Khardah Co. Ltd. 22, Strand Road, Calcutta	One Equity	
J. P. EVANS Merchant Assistant 22, Strand Road, Calcutta	One Equity	
C. H. HEAPE Stockbroker 6, Lyons Range, Calcutta	One Equity	G. S JOHNSTON Stock Broker 6, Lyons Range, Calcutta
D. H. WILMER by his Attorney E. L. WATTS 32, Dalhousie Square, Calcutta	One Equity	F. RAYNEAU Solicitors Assistant 32, Dalhousie Square Calcutta
TOTAL	One Preference Six Equity	

Dated the 7th day of October, 1936

Company Petition No. 223 of 1994
connected with
Company Application
No. 87 of 1994

IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

(Seal)

The Honourable
MR. JUSTICE BABOO LALL JAIN

President of the Union of India

In the matter of the Companies Act, 1956

and

In the matter of an application under Sections 391(2)
and 394 of the said Act.

and

In the matter of Khaitan Agro Complex Limited a
Company incorporated under the Companies Act,
1956 and having its registered office at 7, Red Cross
Place, Calcutta-700001 within the jurisdiction
aforesaid.

and

In the matter of Khaitan (India) Limited an existing
Company within the meaning of the Companies Act,
1956 and having its registered office at Everest, 46C,
Jawaharlal Nehru Road, Calcutta-71 within the
jurisdiction aforesaid.

1. Khaitan Agro Complex Limited
2. Khaitan (India) Limited

.....Petitioners

The above petition coming on for hearing on this day and upon reading the said petition, the order dated the fourth day of April in the year one thousand nine hundred and ninety four whereby the above named petitioner no.2, Khaitan (India) Limited (hereinafter referred to as the said transferor Company) and the abovenamed petitioner no. 1 Khaitan Agro Complex Limited (hereinafter referred to as the said transferee Company) were ordered to convene separate meetings of the equity shareholders of the said transferor Company and the said transferee Company for the purpose of considering and if thought fit, approving with or without modification the scheme of arrangement for amalgamation proposed to be made between the said transferor Company and the said transferee Company and annexed to the affidavit of Shree Krishna Khaitan filed on fourth day of April in the year one thousand nine hundred and ninety four, The Statesman dated the twelveth day of April in the year one thousand nine hundred and ninety four containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated the fourth day of April in the year one thousand nine hundred and

(2)

ninety four, the affidavit of Shree Krishna Khaitan filed on the sixth day of May in the year one thousand nine hundred and ninety four showing the publication and despatch of the notices convening the said meetings, the reports of the Chairmen of the said meetings both dated the tenth day of May in the year one thousand nine hundred and ninety four as to the result of the said meetings And upon reading on the part of the petitioner companies, an affidavit of Ashoke Kr. Das filed on the fourth day of June in the year one thousand nine hundred and ninety four and the exhibits therein referred to And upon reading the order made herein and dated the seventeenth day of May in the year one thousand nine hundred and ninety four and upon hearing Mr. P. K. Jhunjunwala advocate for the petitioner Companies, and Mr. S. Gupta, Advocate for the Central Government And it appearing from the said reports that the proposed scheme of amalgamation has been approved by the requisite majority of the equity shareholders of the said transferor Company and the said transferee Company And the Central Government has no objection to the sanction of this scheme.

This Court doth hereby sanction the scheme of arrangement for amalgamation set forth in Annexure A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from the first day of January in the year one thousand nine hundred and ninety four (hereinafter referred to as the said transfer date) on the said transferor Company and the said transferee Company and their shareholders respectively.

This Court doth order :

1. That all the properties, rights and interest of the said transferor Company including those specified in the first, second and third parts of the schedule B hereto be transferred from the said transfer date and be vested without further act or deed to the said transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and be vested in the said transferee Company for all the estate and interest of the said transferor Company but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the said transferor Company be transferred from the said transfer date without further act or deed to the said transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the said transferee Company; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor Company be continued by or against the said transferee Company; and
4. That leave be and the same is hereby granted to the petitioner Companies to file the schedule of assets within fourteen days from the date hereof; and
5. That the said transferor Company and the said transferee Company do within thirty days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration, and upon filling of such certified copy of this order the said transferor Company shall stand dissolved without winding up and the Registrar of Companies, West Bengal do place all documents relating to the said transferor Company and registered with him on the file kept by him in relation to the said transferee Company and the files relating to the said transferor Company and the said transferee Company be consolidated accordingly; and
6. That any person interested shall be at liberty to apply to this Court in the above matter for such directions as may be necessary; and

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7. That the petitioner Companies shall pay to Central Government its costs of and incidental to this application assessed at one hundred and fifty Gold Mohurs within a week from the date hereof; and
8. That all parties do act on a copy of the minutes of this order duly signed by an officer of this Court being served on them.

Witness Shri Krishna Chandra Agarwal, Chief Justice at Calcutta aforesaid the nineteenth day of July in the year one thousand nine hundred and ninety four.

JHUNJHUNWALA & CO.
Advocates

Sd/- J. NANDI
17.08.94
for Registrar

SCHEUDLE 'A' ABOVE REFERRED TO
SCHEME OF ARRANGEMENT FOR AMALGAMATION OF

KHAITAN (INDIA) LIMITED
WITH
KHAITAN AGRO COMPLEX LIMITED

PART-I

DEFINITIONS :

For the purpose of this Scheme :

1. "TRANSFEREE COMPANY" means Khaitan Agro Complex Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 7, Red Cross Place, Calcutta-700 001.
2. "TRANSFEROR COMPANY" means Khaitan (India) Limited a Company incorporated under the Companies Act, 1956 and having its Registered Office at Everest, 46C, Jawaharlal Nehru Road, Calcutta-700 071.
3. "TRANSFER DATE" means the 1st Day of January, 1994.
4. "EFFECTIVE DATE" means the date on which all the conditions, stipulations and requirements contained in Clause 2, 3 of the scheme has been complied with.
5. "THE ACT" means the Companies Act, 1956.
6. "UNDERTAKING OF THE TRANSFEROR COMPANY" means and includes :-
 - (i) All the properties, assets and liabilities of the TRANSFEROR COMPANY immediately before the amalgamation.
 - (ii) Without prejudice to the generality of the foregoing clause the said undertaking shall include all rights, powers, interest, authorities, privileges, easements, liberties, businesses and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession or reversion present or contingent of whatsoever nature wheresoever situated including land, building, machinery, vehicles, office equipments, inventories, sundry debtors, cash and bank balances, loans and advances, leases, tenancy rights, agency rights, goodwill and all other interest or rights in or arising out of or relating to such property together with all licences, trade marks,

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copyrights , patents, import entitlements, quotas, telephones, telexes or any other licences or permissions held, applied for or as may be obtained hereinafter by the TRANSFEROR COMPANY or which the TRANSFEROR COMPANY is entitled to and all debts, liabilities, duties and obligations of the TRANSFEROR COMPANY of whatsoever kind.

7. "PROCEEDINGS" include any suit, appeal or any legal proceeding of whatsoever nature in any Court of law, or tribunal or any judicial or quasi judicial body or any assessment proceedings before any authority under any law and also arbitration proceedings.

PART-II

PRESENT CAPITAL STRUCTURE

1. The Authorised Share Capital of the TRANSFEREE COMPANY is Rs. 5,25,00,000/- divided into 50,00,000 Equity Shares of Rs. 10/- each and 25,000 Preference Shares of Rs. 100/- each.

The Issued, Subscribed and Paid up share capital of the TRANSFEREE COMPANY is Rs. 4,50,00,000/- divided into 45,00,000 Equity Shares of Rs. 10/- all fully paid up.

2. The Authorised Share Capital of the TRANSFEROR COMPANY is Rs. 5,50,00,000/- divided into 50,00,000 Equity Shares of Rs. 10/- each and 50,000 Preference Shares of Rs. 100/- each. The Issued, Subscribed and paid up share capital of the TRANSFEROR COMPANY is Rs. 2,22,50,000/- divided into 22,25,000 Equity Shares of Rs. 10/- each all fully paid up.

PART-III

SCHEME :

1. TRANSFER & VESTING

- 1.1 With effect from the Transfer Date, the Undertaking of the TRANSFEROR COMPANY shall without further act or deed be transferred to and be vested or deemed to be vested in the TRANSFEREE COMPANY pursuant to Section 394(2) of the Act subject to all charges, liens, mortgages, liens, if any, then affecting the same or any part thereof.
- 1.2 It is clarified that this Scheme shall not in any way affect the securities of the Secured Creditors of the Transferor Company.
- 1.3 If any proceedings by or against the TRANSFEROR COMPANY be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the TRANSFEROR COMPANY or anything contained in this scheme but the proceedings including those by the creditors of the TRANSFEROR COMPANY may be continued, prosecuted and enforced 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.
- 1.4 The transfer and vesting of properties and liabilities under clause 1.1 hereof and the continuance of the proceedings by or against the TRANSFEREE COMPANY under Clause 1.3 hereof shall not affect any transaction or contract already concluded by the TRANSFEROR COMPANY on and after the Transfer Date to the end and intent that the TRANSFEREE COMPANY accepts and adopts all acts, deeds and things done and

executed by or on behalf of the TRANSFEROR COMPANY as acts, deeds and things done and executed by or on behalf of the TRANSFEREE COMPANY.

- 1.5 Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements, and other documents and Instruments of whatsoever nature to which the TRANSFEROR COMPANY is a party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the TRANSFEREE COMPANY and may be enforced as fully and effectively as if instead of the TRANSFEROR COMPANY, the TRANSFEREE COMPANY had been a party thereto.
- 1.6 All the employees of the TRANSFEROR COMPANY shall become the employees of the TRANSFEREE COMPANY with full continuity of services and shall be eligible to the statutory benefits as allowed by the transferee Company without any adverse impact on their total emoluments.

2. SANCTION OF SCHEME

- 2.1 The Transferor Company and the Transferee Company shall jointly make application before the Hon'ble Calcutta High Court for sanction of the Scheme.
- 2.2 The Transferee Company, if any, shall suitably increase its Authorised Share Capital for allotting shares to the shareholders of the Transferor Company in terms of this Scheme.
- 2.3 The Scheme shall become effective and transfers shall be deemed to have taken place with effect from the Transfer Date upon;
 - (a) The Scheme being approved by requisite majority of the shareholders of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY and thereafter, sanctioned by the Hon'ble Calcutta High Court;
 - (b) The certified copies of the order of the Hon'ble Calcutta High Court sanctioning the Scheme of Amalgamation is filed with the Registrar of Companies, West Bengal; and
 - (c) The TRANSFEREE COMPANY increasing its Authorised Capital suitably so as to be in a position to issue and allot shares to the shareholders of the TRANSFEROR COMPANY under this Scheme.
- 2.4 With effect from the Transfer Date and upto and including the Effective Date;
 - (a) the TRANSFEROR COMPANY shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of all its assets and properties for and on account of and in trust for the TRANSFEREE COMPANY;
 - (b) all profits or incomes accruing or arising to the TRANSFEROR COMPANY or expenditure or losses arising or incurred by the TRANSFEROR COMPANY shall for all purposes be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses, as the case may be, of the TRANSFEREE COMPANY.
- 2.5 The Board of Directors of the TRANSFEREE COMPANY may assent on behalf of all concerned to any modification to this Scheme or to any condition which the Hon'ble Calcutta High Court or any authority may impose and the said Board of Directors may do all such acts, things, and deed as it may, in its sole discretion, think fit for the purpose of effectively carrying out and implementing this Scheme.

2.6 Until the Effective Date, neither the TRANSFEREE COMPANY nor the TRANSFEROR COMPANY shall issue or allot any further shares either by way of right shares or bonus shares or otherwise or change the Issued or Paid up Capital of any of the Companies in any manner.

3. CONSIDERATION

3.1 Immediately after the Effective Date and transfers taking place as stipulated under clause 1 hereof :

- (a) the TRANSFEREE COMPANY shall, without further act, deed or application, issue and allot to every shareholder in the TRANSFEROR COMPANY Two Equity Shares of Rs. 10/- each credited as fully paid up in the Transferee Company for every One Equity Share of Rs. 10/- each fully paid up and held by such shareholder in the TRANSFEROR COMPANY;
- (b) all the Equity Shares to be issued and allotted to the shareholders of the TRANSFEROR COMPANY as aforesaid shall rank pari passu in all respects with the Equity Shares held by the equity shareholders of the TRANSFEREE COMPANY and shall be entitled to full dividend, if any, from the Transfer Date;
- (c) all the shareholders of the TRANSFEROR COMPANY shall accept the shares to be allotted as aforesaid in lieu of their shareholdings in the TRANSFEROR COMPANY;
- (d) every shareholder of the TRANSFEROR COMPANY shall surrender to the TRANSFEREE COMPANY for cancellation of the share Certificate(s) in respect of shares held by him in the TRANSFEROR COMPANY and take all steps to obtain from the TRANSFEREE COMPANY Certificate(s) for the Equity Shares in the TRANSFEREE COMPANY to which he may be entitled to under sub-clause (a) hereof;
- (e) the shares held by the TRANSFEROR COMPANY in the TRANSFEREE COMPANY and vice versa, if any, shall stand cancelled.

3.2 The Land and Buildings of the TRANSFEROR COMPANY Shall be valued at Rs. 7,13,04,000/- in accordance with a Valuation Report and all other assets and liabilities of the TRANSFEROR COMPANY shall be transferred at the book value.

3.3 An account shall be taken of all the assets and liabilities of the TRANSFEROR COMPANY so transferred and the surplus so generated after deducting the face value of capital to be issued under Clause 3.1 (a) above shall in the first instance be applied in protanto reduction of the debit balance in the Profit and Loss Account of the TRANSFEREE COMPANY. The remaining debit balance in the Profit and Loss Account of the TRANSFEREE COMPANY shall also be adjusted and written off by correspondingly reducing the Revaluation Reserve of the TRANSFEREE COMPANY.

3.4 The TRANSFEREE COMPANY shall pay all the costs, charges and expenses of and incidental to this scheme.

4. MISCELLANEOUS

4.1 On the Effective Date, The TRANSFEROR COMPANY shall stand dissolved without winding up.

4.2 On the Effective Date the name of the TRANSFEREE COMPANY shall stand changed to KHAITAN (INDIA) LIMITED and for this purpose the TRANSFEREE COMPANY shall be

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at liberty to make necessary application to the Registrar of Companies, West Bengal immediately after sanction of this Scheme.

- 4.3 Immediately after the Effective Date, the Banking Accounts of the TRANSFEROR COMPANY shall be operated by the TRANSFEREE COMPANY in such manner as may be decided by its Board of Directors. The name of all such Banking Accounts shall also stand changed to the name of the TRANSFEREE COMPANY and notwithstanding such change in the name, the TRANSFEREE COMPANY shall be entitled to deposit and encash all Account Payee Cheques and negotiable instruments issued in the name of the TRANSFEROR COMPANY by operating such Banking Accounts.

Sd/-J. NANDI
17.8.94
for Registrar

**SCHEDULE 'B' ABOVE REFERRED TO
SCHEDULE OF ASSETS**

Schedule of assets of Khaitan (India) Limited (transferor Company) to be transferred to and vested in Khaitan Agro Complex Limited (transferee Company)

PART-I

Short description of free hold properties of the transferor Company

1. All that flat no. 2/E at the premises no. 36B, Sapphire Apartments, New Road, Alipore, Calcutta-700 027
2. All that space measuring about 830 sq. ft. at Victoria Chambers, 4-1-826, J. L. Nehru Road, Hyderabad-1
3. All that plot of land measuring about 1050 sq. yards at no. 36, Sector 21A, Faridabad (Haryana)
4. All that two storied building known as Khaitan Chambers (approx. built up area 8850 sq. ft.) at premises no. 143/145, Modi Street, Fort, Bombay-400 001
5. All that office premises no. 101 & 102 in the First floor in the Commercial Complex, known as Mahakant, situated on main road opposite V. S. Hospital, Ahmedabad-380 006
6. All that ownership flats in premises no. 22, Debendra Lal Khan Road, Calcutta-700 025, and measuring about 4145 sq. ft.

PART-II

Short description of lease hold properties of the transferor company

1. All that constructed area measuring about 1000 sq. ft. in premises no. 587, Lal Bhuvan, 2nd floor, Padshah's Pole, Relief Road, Ahmedabad;
2. All that portion of ground floor and first floor (2147 sq. ft.) in premises no. 142, R. V. Road, V. V. Puram, Bangalore 560 004
3. All that constructed area measuring about 1200 sq. ft. in premises no. Vikas, 11 Bank Street, Bombay-400 023

- (iv) 24,300 equity shares of Rs. 10/- each aggregating to Rs. 2,43,000/- of Nature Wealth Development Corporation Limited.
- (v) 5,980 equity shares of Rs. 10/- each aggregating to Rs. 36,921/- of The Oriental Mercantile Co. Limited.
- (vi) 58,500 equity shares of Rs. 10/- each aggregating to Rs. 5,85,000/- of Sona Rupa Holdings Limited.
- (vii) 20 preference shares of Rs. 100/- each aggregating to Rs. 2000/- of Sona Rupa Holdings Limited.
- (viii) 24,000 equity shares of Rs. 10/- aggregating to Rs. 2,40,000/- of Khaitan Hotels Pvt. Ltd.
- (ix) 9,800 equity shares of Rs. 10/- each aggregating to Rs. 98,050/- of Khaitan Marketing Pvt. Ltd.
- (x) 2,500 equity shares of Rs. 100/- each aggregating to Rs. 2,22,310/- of Khaitan Pratisthan Pvt. Ltd.
- (xi) 37,000 equity shares of Rs. 10/- each aggregating to Rs. 3,71,850/- of Machine Works (International) Ltd.
- (xii) 2,40,000 equity shares of Rs. 10/- each aggregating to Rs. 24,00,000/- of Shripati Viniyog Limited
- (xiii) 1000 preference shares of Rs. 100/- each aggregating to Rs. 1,00,000/- of Shripati Viniyog Ltd.

B. Debentures

10,000 debentures of Rs. 100/- each aggregating to Rs. 9,11,500/- of Khaitan Electricals Limited.

C. Others

- (i) National Defence Certificates of Rs. 1,000/-
- (ii) National Savings Certificates of Rs. 4,100/-
Dated this 2nd day of August, 1994.

Sd/- J. NANDI
17.8.94
for Registrar

C. P. No. 223/94 connected with CA No. 87/94

In the High Court at Calcutta
Original Jurisdiction
In the matter of the Companies Act, 1956
and
In the matter of Khaitan Agro Complex Ltd. & Anr.

- (i) Date when the decree or order was completed 5.9.94

(10)

(ii) Date of application
for copy 20.7.94

(iii) Date of notifying the
requisite number of
folios and stamp 6.9.94

(iv) Date of delivery of
the requisite folios
and stamp 6.9.94

(v) Date on which the
copy is ready for
delivery 1.10.94

(vi) Date when delivery
was taken of the copy
by the applicant 1.10.94

Order/Decree of 19th date of July, 1994
Filed this 5th day of Septemebr, 1994

Sd/-B. K. Chatterjee
Superintendent,
Company Matters
Order Department

Superintendent,
Copyists Department,
High Court, O.S.
1.10.94

JHUNJHUNWALA & CO.
Advocates