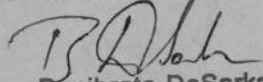
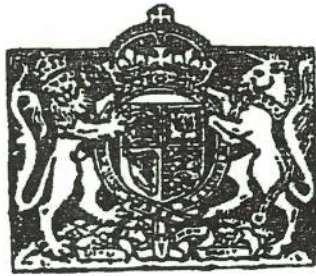


Certified True Copy

DIC INDIA LIMITED


Banibrata DeSarkar
Company Secretary

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
DIC INDIA LIMITED



Certificate of Incorporation.

State the word "Print" No. 15202 of 1947-1948.
1/3. 6. 2. 4.
Phangdas 12/4/48
ASST. REGISTRAR
West Bengal

Whereby certify that Coates of India,
Limited & & & & &
A Private Company,
Asst. Registrar of Companies,
West Bengal,
Bengal.

is this day incorporated under the Indian Companies' Act, 1913, and that the Company is Limited.

Given under my hand at Calcutta
this second day of April
One thousand nine hundred and forty seven.

Ming

P. Hing

Asst. Registrar of Joint Stock Companies.



Co. No. 15202

नाम में तब्दीली के परिणामस्वरूप नियोजन के लिये गया प्रमाण-पत्र
**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME**

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

.....के विषय में ।
IN THE MATTER OF Coates of India Limited

मैं एतद्वारा प्रमाणित करता हूँ कि.....परिसीमित जिसका निगमन मूलतः
200.....के.....के.....दिन इस #.....अधिनियम के अधीन और.....परिसीमित
नाम द्वारा किया गया था कम्पनी अधिनियम 1956 की धारा 21/22 (1) (क) /22 (1) (ख) 31(1), 43A(4), 44(2)(b) के
निर्वन्धनों के अनुसार आवश्यक संकल्प पारित कर चुकी है और इसकी वावद केन्द्रीय सरकार का लिखित अनुमति कम्पनी कार्य विभाग
द्वारा प्रदान कर दी गई है ।

I hereby certify that Coates of India.....Limited, which was originally
incorporated on 2nd.....day of April.....200.....1947.....under the
Indian Companies Act, and under the name Coates of India.....Limited having
duly passed the necessary special resolution in terms of section 21/22(1) (a) / 22(1) (b) 31(1), 43A(4),
44(2)(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..... 200.....के पत्र सं०.....द्वारा प्राप्त
हो जाने पर उक्त कम्पनी का नाम इस दिन.....परिसीमित में तब्दील कर दिया गया है और यह प्रमाण पत्र
उक्त अधिनियम की धारा 23 (1) अनुसरण में जारी किया जाता है ।

Regional Director R.O.C'S.....letter No. NER/CN/15202/04 dated 2.3.04.....2004.....
the name of the said company is this day changed Converted/Reconverted to DIC India
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 Kolkata.....this 6th.....day of August.....2004.....
(One thousand nine hundred Two thousand four.....):

उपरोक्त कम्पनी रजिस्टार
Asst Registrar of Companies
बहिबम बग, West Bengal कोलकाता का रजिस्टार
Registrar of Companies

यहां पर कम्पनी का वह नाम लिखिए जो कि तब्दीली ही पूर्व था ।

* Here give the name of the company as existing prior or the change.

यहां पर अधिनियम (अधिनियमों का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रीकरण और निगमन किया गया था ।

† Here give the name of the Act. (As under which the Company was originally registered and incorporated.

जे० एस० सी०-7

J. S. C. -7

Company Petition No. 379 of 1997

Connected with

Company application No. 372A of 1997

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

(Seal)

The Hon'ble Mr. Justice
Sujit Kumar Sinha

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 Coates of India Limited, an
existing company within the meaning of the
Companies Act, 1956 having its Registered
Office at Transport Depot Road, Calcutta – 700
088, within the aforesaid jurisdiction

and

Coates Coatings India Private Limited, a
company incorporated under the provisions
of the Companies Act, 1956, having its
Registered Office at Transport Depot Road,
Calcutta – 700 088, within the aforesaid
jurisdiction.

1.Coates of India Limited

2.Coates Coatings India Private Limited..
Petitioners

The above petition coming on for hearing on this day, upon reading the said petition the order dated the first day of July in the year one thousand nine hundred and ninety seven whereby the above named petitioner no. 1 Coates of India Limited (hereinafter referred to as the said applicant company no.1) and the above named petitioner no.2 Coates Coatings India Private Limited (hereinafter referred to as the said

applicant company no. 2) were ordered to convene separated meetings of the equity shareholders of the said applicant company nos. 1 and 2 for the purpose of considering and if thought fit, approving with or without modification the scheme of arrangement proposed to be made between the said applicant company nos. 1 and 2 and their respective shareholders and annexed to the affidavit of Sambamurti Venkatraman filed on the twenty seventh day of June in the year one thousand nine hundred and ninety seven. The Economic Times and the Ananda Bazar Patrika both dated the fourteenth day of July in the year one thousand nine hundred and ninety seven containing the advertisement of the said notices convening the said meetings directed to be held by the said order dated the first day of July in the year one thousand nine hundred and ninety seven the affidavit of Sambamurti Venkataraman filed on the thirty first day of July in the year one thousand nine hundred and ninety seven showing the publication and despatch of the said notices convening the said meetings, the reports of the chairpersons of the said meetings all dated the nineteenth day of August in the year one thousand nine hundred and ninety seven as to the result of the said meetings and upon reading on the part of the petitioner companies, an affidavit of Nanku Tewary filed on the twenty second day of September in the year one thousand nine hundred and ninety seven and the exhibits therein referred to and upon reading the order made herein and dated the twenty sixth day of August in the year one thousand nine hundred and ninety seven and upon hearing Mr. Sudipta Sarkar (Mr. Aniket Agarawal and Mr. A. Ghosh appearing with him) advocate for the petitioner companies and Mr. S. K. Kundu advocate for the Central Government and it appearing from the said report that the proposed scheme of arrangement has been approved by the requisite majority of the equity shareholders of the said applicant company nos. 1 and 2.

This court doth hereby sanction the scheme of arrangement set forth in Annexure A of the petition herein subject to deletion of clause 9 of Part III thereof and the alteration of the appointed date from first day of October in the year one thousand nine hundred and ninety seven to thirty first day of December in the year one thousand nine hundred and ninety seven and doth hereby declare the said scheme of arrangement modified as above and specified in Schedule A hereto to be binding with effect from the thirty first day of December in the year one thousand nine hundred and ninety seven (hereinafter referred to as the said appointed date) on the said applicant company nos.1 and 2 and their respective shareholders and all concerned.

This Court doth order:

1. That all the property, rights and powers of the said applicant company no.1 relating to the Packaging Coatings Business including those specified in the first, second and third parts of the Schedule hereto be transferred from the said appointed date and vest without further act or deed in the said applicant company no.2 and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vest in the said applicant no.2 for all the estate and interest of the said applicant company no.1 therein free from all charges affecting the same; and
2. That all the debts, liabilities, duties and obligations of the said applicant company no.1 in/or relating to the Packaging Coatings Business be transferred from the said appointed date without further act or deed to the said applicant company no.2 and

accordingly the same shall pursuant to section 394 (2) of the Companies Act 1956 be transferred to and become the debts, liabilities, duties and obligations of the said applicant company no.2; and

3. That all proceedings and/or suit and/or appeals now pending by or against the said applicant company no. 1 in respect of the said Packaging Coatings Business be continued by or against the said applicant company no. 2; and
4. That the said applicant company no.2 do without further application issue and allot to the said applicant company no. 1—2,98,98,700 equity shares of Rupees ten each in the said applicant company no.2 credited as fully paid up to which the said applicant company no.1 is entitled under clause 7 of Part II of the said scheme of arrangement; and
5. That leave be and the same is hereby granted to the petitioner companies to file the schedule of assets of the said applicant company no. 1 as stated in paragraph twenty of the petition herein within a period of three weeks from the date hereof; and
6. That the said petitioner companies do within a period of thirty days from the date hereof cause a certified copy of this order to be delivered to the Registrar of Companies West Bengal for registration; and
7. 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
8. That the petitioner companies do pay to the Central Government its cost of and incidental to this application assessed at one hundred Gold Mohurs; and
9. That all parties concerned do act on a Xerox copy of this dictated order duly countersigned by an officer of this Court being served on them.

Witness Shri Prabha Shankar Mishra, Chief Justice at Calcutta aforesaid the eleventh day of February in the year one thousand nine hundred and ninety eight.

Khaitan & Co.Advocates

S. K. Kundu .. Advocate Central Government

N.B. Order dated seventeenth day of February in the year one thousand nine hundred and ninety eight has been acted upon with this order.

Anjan Kumar Mitra

27.2.98

for Registrar

Schedule 'A' above referred to
Scheme of Arrangement
Between
Coates of India Limited
And
Coates Coatings India Private Limited
And
Their Respective Shareholders
Part I

Definitions:

In this scheme unless repugnant to the meaning or context thereof, the following terms when used in capitalized form, shall have the following meanings:-

1. General :
 - a) 'The Act' means the Companies Act, 1956.
 - b) 'The Appointed date' means the commencement of business on the 1st day of October, 1997 or such other date as the Hon'ble High Court may direct.
 - c) 'CIL' means Coates of India Limited, an existing Company within the meaning of the Companies Act, 1956 having its registered office at Transport Depot Road, Calcutta – 700 088 in the State of West Bengal.
 - d) 'Valspar' means Valspar Corporation, a corporation organized under the laws of the State of Delaware, United States of America having its principal office at 1101, Third Street South, Minneapolis, Minnesota 554515, USA.
 - e) 'CCIPL' means Coates Coatings India Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Transport Depot Road, Calcutta – 700 088 in the State of West Bengal.
 - f) 'Packaging Coating' means inks and other coatings used in metal decorating and on either the outside or the inside of rigid metal packaging for food, beverages and other products.
 - g) 'Issued Shares' means all the Equity Shares issued and allotted by CCIPL including the existing Equity Shares in CCIPL and the further Equity shares to be issued and allotted by CCIPL under Clause 7 of Part II hereof.
2. Coatings Technology, Intellectual Property Rights, Transferred Intellectual Property Rights and Licensed Intellectual Property Rights.
 - a) 'Coatings Technology' means any and all technical information and know-how including but not limited to inventions, technology, know-how, plans, discoveries, approaches, techniques, methods, concepts, data, specifications, flow charts,

- formulas, ingredient lists, laboratory books, test results, cost and other financial information which have been developed by CIL for use in, or have since December 31, 1990 been used by CIL in the manufacture, use, and/or sale of packaging Coatings.
- b) 'Intellectual Property Rights' means any and all intellectual property rights, including but not limited to patents, patent application, registered designs, copyrights and trade secrets, that cover in the whole or in part, relate to or are required for the use of Coatings Technology or any portion thereof.
 - c) 'Transferred Intellectual Property Rights' means all Intellectual property rights in and to Coatings Technology that is used primarily in the manufacture, use and/or sale of Packaging Coatings including, but not limited to, all Coatings Technology used in the manufacture, use or sale of the resins.
 - d) 'Licensed Intellectual Property Rights' means all intellectual property rights that are not Transferred Intellectual Property Rights.
 - e) 'Licensed Intellectual property Rights' means all Intellectual property Rights that are not Transferred Intellectual Property Rights.
3. Packaging Coatings Business, Packaging Coatings Assets, Packaging Coatings Liabilities, Assets, Liabilities, Packaging Coatings Employees, Closing Balance Sheet and Coates' Accountants.
- a) "Packaging Coatings Business" means that portion of the operations, revenues, expenses, assets and liabilities of CIL relating, exclusively or primarily, to the development, manufacture, marketing and sale of Packaging Coatings in India including the Packaging Coatings Assets and Packaging Coatings Liabilities, and where the context requires, will include the Packaging Coatings Employees.
 - b) 'Packaging Coatings Assets' means and consists of the following assets of CIL to be transferred to and vested in CCIPL;
 - i) Factory premises of CIL at Plot No. 66B, Bommasandra Industrial Area, Bangalore 562 158, together with all those pieces or parcels of Lease hold industrial land comprised therein measuring 8,028 square metres approximately and all buildings, roads, underground tanks, pipelines, cables, other facilities, improvement thereon and all rights, privileges, easements and licenses relating to the said premises.
 - ii) Equipment, machinery, spare parts, supplies, vehicles, furniture, fixtures and all other tangible personal property located at the 'Coatings Factory' of CIL at Plot No. 66B, Bommasandra Industrial Area, Bangalore 562 158, save and except equipment, machinery, spare parts, supplies, vehicles, furniture, fixtures and all other tangible personal property relating to manufacture of Industrial Adhesives within the Coatings Factory (and hence not forming part of the Packaging Coatings Business);
 - iii) Two Single Room Housing Tenements bearing Nos. 1-B and 1-J and eight Double Room Housing Tenements bearing nos. L-2, L-7, L-8, O-1, O-2,

O-4, O-5 and O-6 in Bommasandra Industrial Area allotted by the Karnataka Industrial Area Development Board (KIADB).

- iv) Items of Inventory, including raw materials, intermediates and work-in-progress used in the manufacture of packaging Coatings as well as finished packaging Coatings products lying at the Coatings Factory, but excluding inventories relating to any other business of CIL as on the date immediately preceding the Appointed Date.
- v) Inventories of finished packaging Coatings products held in stock at any of the other factories, branches, depots and premises of CIL in India, but excluding inventories of raw materials, intermediaries and finished goods of 'Tin Printing Inks' as on the date immediately preceding the Appointed Date;
- vi) The accounts receivable (Sundry Debtors) notes receivable from trade accounts and prepaid expenses relating to packaging Coatings Business, as on the date immediately preceding the Appointed Date;
- vii) Loans recoverable in cash or kind, relating to packaging Coatings Business in India as on the date immediately preceding the Appointed Date;
- viii) Deposits and balances with government authorities and rights and entitlements in respect of Central Excise duty relating to Packaging Coatings Business in India, as on the date immediately preceding the Appointed Date;
- ix) Other deposits with government authorities, statutory bodies and corporations, relating to the Coatings Factory as on the date immediately preceding the Appointed Date;
- x) Any and all Coatings Technology that is owned, controlled or otherwise licensable by CIL, including title to all Transferred Intellectual Property Rights and perpetual, world-wide, royalty free licenses under all Licensed Intellectual Property Rights, as well as documentation and other materials of any kind incorporating Technology in written electronic or other tangible form;
- xi) Rights under any contracts, leases, commitments, understanding unfilled sales orders, open purchase orders or other agreements, including supply agreements, equipment leases and manufacturers' and vendors' warranties relating to Packaging Coatings or to other items included in the Packaging Coatings Assets and all similar rights against third parties relating to items included in the Packaging Coatings Assets;
- xii) Marketing and advertising materials, printed catalogues, promotional materials, labels and packaging relating to packaging Coatings;
- xiii) Copies of general ledgers and underlying books or original entry, and all other books, records, files reports, surveys, laboratory books, studies and other documents relating to Packaging Coatings; and

- xiv) All other rights, powers, interests, charges, privileges, benefits, entitlements, industrial and other licenses, registrations, quotas liberties, easements and advantages, appertaining to the packaging Coatings Business and/or to which CIL is entitled to in respect of the packaging Coatings Business of whatsoever kind, nature or description held, applied for or as may be obtained hereafter.

The following assets used in the operation of the Packaging Coatings Business shall not be considered to be Packaging Coatings Assets and shall not be transferred or assigned by CIL to CCIPL hereunder :

- i) cash and cash equivalents;
 - ii) all rights to the name 'Coates' whether or not registered (and all issued registrations and pending registrations of such name) or any name that includes 'Coates' subject to any license granted or to be granted by CIL to CCIPL in respect thereof;
 - iii) all rights under or pursuant to all insurance policies, all prepaid insurance premium with respect to any Packaging Coatings Liability if and to the extent that such liability is reflected in the Closing Balance Sheet;
 - iv) any agreement with a third party providing for the license to such third party of technology relating to Packaging Coatings Business, provided, however, that CCIPL will co-operate with CIL in good faith in the negotiation of substitute agreements that will resolve conflicts with existing licenses;
 - v) any contract, lease commitment, understanding or other agreements as to which consent to assignment is required but has not been obtained;
 - vi) all notes or other receivables from employees or former employees of the CIL, including all rights in respect of any loans made to Packaging Coatings Employees;
- c) 'Packaging Coatings Liabilities' means and consists of the following liabilities of CIL;
- i) all trade payables and other accounts payable relating to the operation of the packaging Coatings Business upto the date preceding the Appointed Date, but only to the extent fully and properly reflected in the closing Balance Sheet ;
 - ii) all accrued expenses relating to employees compensation (such as salaries, wages, bonuses, commissions, vacation and sick days) of Packaging Coatings Employees upto the date preceding the Appointed Date, but only to the extent fully and properly reflected in the Closing Balance Sheet ;
 - iii) other accrued expenses arising out of the operation of the Packaging Coatings Business upto the date preceding the Appointed Date, but only to the extent fully and properly reflected in the Closing Balance Sheet ;

- iv) Taxes other than franchise and income taxes of CIL arising out of operation of the Packaging Coatings Business upto the date preceding the Appointed Date, but only to the extent fully and properly reflected in the Closing Balance Sheet ;
 - v) Without prejudice to the preceding sub-clause, any dues relating to Sales tax, whether subsisting or contingent and arising out of sales of Packaging Coatings products;
 - vi) fifty percent (50%) of all liabilities for termination, severance or similar obligations to or with respect to Packaging Coatings Employees who do not accept the offer of employment by CCIPL but only if and to the extent that such obligations shall have arisen by reason of any termination of such employees to whom notice of such termination shall have been given within thirty (30) days following their respective failures to accept the said offers, provided that, for the avoidance of doubt, nothing herein shall be construed as creating any liability on the part of either CIL or CCIPL to any employee who, being under legal obligation to accept such offer in connection with the transfer of the Packaging Coatings Business from CIL to CCIPL fails to do so.
- d) 'Assets and Liabilities' shall respectively mean the Packaging Coatings Assets and Packaging Coatings Liabilities of CIL to be transferred to CCIPL under this Scheme.
 - e) 'Packaging Coatings Employees' means those employees of CIL who are engaged primarily in the Packaging Coatings Business of CIL.
 - f) 'Closing Balance Sheet' means a pro-forma Balance Sheet showing Assets and Liabilities of the packaging Coatings Business as on the day preceding the Appointed Date, duly certified by Coates' Accountants.
 - g) 'Coates' Accountants' means Messrs Lovelock & Lewes and/or such other firms of independent accountants as CIL shall from time to time appoint as the principal outside accountants for CIL.
4. Adjusted Operating Income and Capitalised Value.
- a) 'Adjusted Operating Income' of the Packaging Coatings Business of CIL means (i) the total net sales revenue less (ii) operating costs consisting of raw material costs (including containers) operating variable costs, production fixed costs, research and development costs, other operating fixed costs, selling costs, administrative costs, variation operating provisions and depreciation, but (iii) prior to inclusion of any intra-group fees, exchange gains or losses, non trading costs, goodwill amortization or equity participation as those terms are defined and used in financial reports of CIL and CCIPL and (iv) adjusted as necessary to exclude any non recurring items and to bring such financial statements into conformity with United States Generally Accepted Accounting Principles (US GAAP).

- b) 'Capitalised Value' of the Packaging Coatings Business of CIL means an amount equal to multiple of eleven (11) times the average annual Adjusted Operating Income of the Packaging Coatings Business of CIL over the three most recent financial years, being the financial years ended 31st December, 1994, 31st December, 1995 and 31st December, 1996 respectively.

WHEREAS:

1. CIL is a well established concern engaged in the business of manufacture of printing inks, adhesives and packaging Coatings, CIL is one of the largest producer of printing inks and packaging Coatings in India.
2. CCIPL is a new company incorporated specifically to take up the business, interalia, of manufacture of diverse kinds of coatings including packaging coatings.
3. CIL is a subsidiary of the ultimate holding company, TOTAL S.A. France, a reputed transnational organization having interests in petroleum products (exploration to marketing) and applied chemicals (rubber chemicals, adhesives, paints, resins, inks and packaging Coatings) TOTAL is one of the largest producer of inks in the world.
4. In the past few years, the Packaging Coatings Business of TOTAL, including the Packaging Coatings Business of CIL has not registered any significant growth owing to a variety of reasons. Other business segments of TOTAL have, however, been recording satisfactory growth, Consequently, TOTAL decided to undertake reorganization of its packaging Coatings Business and entered into an arrangement with Valspar a leading manufacturer of Paints and Packaging Coatings. Under the said arrangement, Valspar has already acquired the Packaging Coatings Business of TOTAL in Europe, USA, Australia, Hong Kong and China.
5. The printing inks business of CIL has good potential of further growth and development. Though the Packaging Coatings Business has been reasonably profitable and CIL enjoys a fair share of the existing market, the continued success of such business in the long run will be dependent upon special focus on this business segment and induction of new technology and new products. With the thrust for export of processed food and introduction of canned beverages, there is considerable potential for enlargement of the Packaging Coatings Business. The existing infrastructure of the Packaging Coatings Business, along with the marketing network and business goodwill of CIL will form the basis for consolidation and further growth through induction of new technology and introduction of new products.
6. With the assistance and technical support of Valspar which has a wider product range in coatings and better access to global markets for coatings than CIL and which will also acquire initially from CIL, subject to necessary approvals 49% of the issued shares in CCIPL it will be possible to diversify and develop and generate growth in the Packaging Coatings Business which has otherwise been tending towards stagnation.
7. In the circumstances, it is considered desirable and expedient to reorganize and reconstruct CIL by transferring the Packaging Coatings Business of CIL to CCIPL in

the manner and on the terms and conditions more fully stated in this Scheme of Arrangement.

8. The Scheme will enable effective combination of the existing infrastructure, marketing network and goodwill of CIL's Packaging Coatings Business with the wider product range, better access to global markets and technological support of Valspar. For this purpose CCIPL shall also enter into a suitable technical collaboration agreement and sales representation agreement with Valspar.
9. The Scheme will enable the Packaging Coatings Business to be carried on through CCIPL more conveniently and advantageously with greater focus, attention and specialization. The transfer of the Packaging Coatings Business to CCIPL will enable CCIPL to consolidate and generate growth in the Packaging Coatings Business.
10. After the Packaging Coatings Business is carried on for some time by CCIPL with the assistance and support of both, CIL and Valspar, CIL will subject to necessary approvals, eventually sell and transfer the balance 51% of the Issued Shares in CCIPL to Valspar.
11. The consideration for the sale and transfer of the issued shares by CIL to Valspar, as aforesaid, shall be based on the capitalized value of CCIPL (arrived at on the same principles so far as possible as for transfer of the Packaging Coatings Business from CIL to CCIPL hereunder) or the net book value of CCIPL, whichever is higher.
12. The arrangement will allow CIL to eventually exit from the Packaging Coatings Business in a phased manner and enable it to concentrate and focus on its printing inks and adhesives business for which greater growth potential is foreseen and to redirect and employ to a greater extent its resources in development of such business.
13. The arrangement will facilitate the optimum growth and development of the printing inks, adhesives and Packaging Coatings Businesses and have beneficial results for CIL, CCIPL, their shareholders, employees and all concerned.

PART II

1. With effect from the Appointed Date, the Packaging Coatings Business shall pursuant to Section 394(2) of the Act and without any further act or deed be transferred to and vest in and be deemed to have been transferred to and vest in CCIPL for all the estates and interest of CIL therein free from all charges, liens, mortgages, mortgages and encumbrances, if any, affecting the same or any part thereof.
2. All Packaging Coatings Assets and Liabilities as on the close of business on the day immediately preceding the Appointed Date shall become the Assets and Liabilities of CCIPL. CCIPL undertakes to meet, discharge and satisfy the said liabilities to the exclusion of CIL and to keep CIL indemnified at all times from and against all such liabilities and from and against all actions, demands and proceedings in respect thereto.

3. (a) CCIPL undertakes to engage the Packaging Coatings Employees on the same terms and conditions on which they are engaged by CIL without any interruption of service as a result of the transfer of the Packaging Coatings Business to CCIPL and accordingly, such term and conditions shall not be in any way less favourable to the said employees than those applicable to them before the transfer. CCIPL agrees that the services of all such employees with CIL prior to such transfer shall be taken into account for the purpose of all benefits to which the said employees may be eligible including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

(b) The accumulated balances, if any, standing to the credit of the Packaging Coatings Employees in the existing Provident Fund, Gratuity Fund and Superannuation Fund of which they are members will be transferred to such Provident Fund, Gratuity Fund and Superannuation Fund to be established by CCIPL pending the transfer as aforesaid, the Provident Fund, Gratuity Fund and Superannuation Fund dues of the Packaging Coatings Employees would be continued to be deposited in the existing Provident Fund, Gratuity Fund and Superannuation Fund respectively. Alternately, CCIPL will, with the approval of the Commissioner of Income tax, West Bengal enter into an arrangement with the Trustees of the Provident Fund, Gratuity Fund and Superannuation Fund respectively, for the continuance of membership of the Packaging Coatings Employees in the said existing funds.
- 4 All legal or other proceedings by or against CIL and relating to the Packaging Coatings Business shall be continued and enforced by or against CCIPL only.
- 5 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonus, agreements and other instruments of whatsoever nature relating to the Packaging Coatings Business to which CIL is a party subsisting or having effect immediately before this Scheme becomes operative shall remain in full force and effect against or in favour of CCIPL and may be enforced as fully and effectually as if instead of CIL, CCIPL had been a party thereto.
- 6 With effect from the Appointed Date and upto and including the date on which this Scheme becomes operative (if such date is later than the Appointed Date), CIL shall be deemed to have carried on and to be carrying on all business and activities relating to the Packaging Coatings Business for and on account of and in trust for CCIPL and all profits accruing to CIL or losses arising or incurred by it relating to the Packaging Coatings Business for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits or losses, as the case may be of CCIPL.
- 7 Upon this Scheme becoming operative and in consideration of the transfer to CCIPL of the Packaging Coatings Business of CIL pursuant to clauses 1 and 2 above, CCIPL shall, without further application, issue and allot to CIL 2,98,98,700 Equity shares of Rs.10/- each in CCIPL, credited as fully paid up. The aggregate face value of the said shares to be issued in CCIPL is equal to the Capitalised Value of the Packaging Coatings Business.

- 8 The said Equity shares to be issued and allotted by CCIPL to CIL shall rank pari passu in all respects with the existing Equity shares of CCIPL.
- 9 For the purpose of this Scheme, a Closing Balance Sheet of the Assets and Liabilities of the packaging Coatings Business to be transferred to CCIPL hereunder shall be drawn up as the date preceding the Appointed Date and the same shall be certified by Coates' Accountants.
- 10 Treatment of consideration amount in the books of CIL & CCIPL.
 - a) the transfer from CIL and vesting in CCIPL of the Assets and Liabilities shall be reflected at the values at which they are represented in the books of CIL, on the day immediately preceding the Appointed Date ; and
 - b) the excess of consideration over the Assets and Liabilities as stated in sub-clause (a) hereinabove shall be the value assigned for the goodwill transferred by CIL and vested in CCIPL.
- 11 The plant and machinery at the Coatings Factory used exclusively in the manufacture of adhesives will be shifted by CIL to another site in due course. Pending the shifting of such plant and machinery by CIL, CCIPL will allow the same to be used at the existing site for processing of adhesives on account of CIL on mutually agreed terms.
- 12 Upon this Scheme becoming operative.
 - (a) CIL and CCIPL shall on mutually agreed terms enter into suitable arrangements as may be required from time to time for continuance of various services and facilities in connection with the Packaging Coatings Business which are being presently provided by CIL at its various centers and establishments in India, being services and facilities not provided or relating exclusively to the Packaging Coatings Business and which accordingly are not being transferred to CCIPL hereunder. Further, CIL will on mutually agreed terms manufacture and sell Tin Printing Inks to CCIPL as may be provided and Tin Printing Inks sold by CIL to CCIPL for a reasonable period after the Appointed Date and shall not, unless otherwise agreed between CIL and CCIPL, be provided after all the issued shares in CCIPL are sold and transferred by CIL to Valspar.
 - (b) CIL and CCIPL shall enter into a suitable agreement for grant of licenses to CCIPL to use all Licenses Intellectual Property Rights of CIL to the Packaging Coating Business.

PART III

1. CIL and CCIPL shall make necessary applications before the Hon'ble High Court at Calcutta for the sanction of this Scheme of Arrangement.
2. Save and except the Packaging Coatings Business of CIL and as expressly provided in this Scheme of Arrangement, nothing contained in this Scheme of Arrangement shall affect the rest of the assets and liabilities of CIL which shall continue to belong to and be vested in and be managed by CIL.

3. CIL and CCIPL (through their respective Board of Directors) and in their full and absolute discretion, may assent to any alteration or modification to this Scheme which the Courts and/or any other Authority may deem fit to approve or impose and may further give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme or any manner connected therewith.
4. The Scheme is conditional upon and subject to the same being approved by the respective requisite majorities of the members of CIL and CCIPL and it being sanctioned by the Hon'ble High Court at Calcutta and shall become operative on the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta, sanctioning this Scheme are filed with the Registrar of Companies, West Bengal by CIL and CCIPL.
5. CIL shall also take the approval to this Scheme of the Consortium Banks which have advanced monies to CIL for its working capital requirements.
6. CCIPL shall also take necessary steps to increase its Authorised Share Capital suitable to enable it to issue and allot the Equity shares required to be issued and allotted by it under this Scheme.
7. If this Scheme does not become operative by 31st March, 1998, the parties shall be at liberty to take such other steps to implement the same as may be legally permissible.
8. All costs, charges and expenses incurred in carrying out and implementing the terms and provisions of this Scheme and incidentals thereto including those incurred during negotiations leading to the Scheme shall be borne equally by CIL and CCIPL.
9. If any difference or dispute shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any person entitled to or claiming any rights, as to construction or interpretation of this Scheme, or relating to or arising out of this Scheme, and in the absence of resolution amongst the parties concerned, the same shall be referred to Mr.P.L.Agarwal, Advocate of 9, Old Post Office Street, Calcutta – 700 001 whose decision shall be final and binding on all concerned.

Anjan Kumar Mitra

27.2.98

for Registrar

Schedule B above referred to
Schedule of assets
of
Coates of India Limited (CIL)
To be transferred to
Coates Coatings India Private Limited. (CC IPL)

PART I

(Short description of the freehold properties of CIL)

nil

PART II

(Short description of the lease hold properties of CIL)

A. Factory Land:

All that piece and parcel of land known as Plot no. 66B in S. No. 260, 261, 307 and 308 in the Industrial Area within the village limits of Bommasandra, Hobli, Anekal Taluk, Anekal District Bangalore containing by admeasurement 8,028 square metres or thereabout and bounded as follows that is to say :

On or towards the North by Plot No. 67

On or towards the South by Plot No. 66A,

On or towards the East by Road No. 3

On or towards the West by Private Lands

And all the right, title and interest of CIL therein under the agreement dated 13th October, 1982 between the Karnataka Industrial Area Development Board (KIADB) and Karson Paints Private Limited (since amalgamated with CIL) and agreement dated 4th April, 1996 between KIADB and CIL.

B. Housing Tenements:

1) Single room housing tenements bearing No. 1B in Bommasandra Industrial Housing Colony allotted by KIADB under File No. 1ADB/H39 to Karson Paints Limited (since amalgamated with CIL) and bounded as follows:

North : Third Cross Road

South : Tenement No. 1'0'

East : Tenement No. 1'1'

West : Stair well

- 2) Single room housing tenement bearing No. 1J in Bommasandra Industrial Housing Colony allotted by KIADB under File no. 1 ADB/H39 to Karson Paints Limited (since amalgamated with CIL) and bounded as follows: -

North : Third Cross Road
South : Tenement No. 1'B' Vacant site
East : Tenement No. 1'A'
West : Stair well

- 3) Two (2) double room housing tenements bearing No. L-2 on the ground floor and No. L-7 in the first floor of D type situated Bommasandra Industrial Area in Sy no. 285 within village limit of Bommasandra, Hobli Attibele, Taluk Anekal, District Bangalore containing by admeasurement as detailed below and bounded as follows, that is to say:

L-2 Dimension of Tenement:

North to South : 6.25+0.90 & 7.35 M
East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : Stair Case & H. no. L-1
On or towards the South by : H. NO. L-3
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & 1stB Main Road

L-7 Dimension of Tenement:

North to South : 6.25+0.90 & 7.35 M
East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : Stair Case & H. No. L-8
On or towards the South by : H. NO. L-6
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & 1stB Main Road

As covered by the lease cum sale agreement dated 24th April, 1996 between KIADB and CIL.

4. Double room housing tenement bearing No. L-8 on the first floor of D type situated Bommasandra Industrial area in Sy. No. 285 within village limit of Bommasandra, Hobli Attibele, Taluk Anekal, District Bangalore

Containing by admeasurement as detailed below and bounded as follows, that is to say:

L-8 Dimension of Tenement:

North to South : 6.45+0.90 & 7.35 M
East to West : 6.45+3.70 & 2.75 M
Bounded
On or towards the North by : Vacant land KIADB & KIADB Road
On or towards the South by : Stair case & tenement No. L-7
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & 1stB Main Road

As covered by the lease cum sale agreement dated 24th April 1996 between KIADB and CIL.

5. One double room housing tenement bearing No.O-4 on the ground floor of D type situated Bommasandra Industrial Area in Sy. No. 267 & 268 within village limit of Bommasandra Hobli Attibele, Taluk Anekal, District Bangalore containing by admeasurement as detailed below and bounded as follows, that is to say:

O-4 Dimension of Tenement :

North to South : 6.45+0.90 & 7.35 M
East to West : 6.45+3.70 & 2.75 M
Bounded
On or towards the North by : Stair Case Tenement No. O-3

On or towards the South by : Vacant land KIADB
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & IInd Main Road

As covered by the lease cum sale agreement dated 24th April 1996 between Karnataka Industrial Development Board and Coates of India Ltd.

6. Two double room housing tenements bearing Nos. O-1 and O-2 on the ground floor of D type situated Bommasandra Industrial Area in Sy. No. 267 & 268 within village limit of Bommasandra, Hobli Attibele, Taluk Anekal, District Bangalore containing by admeasurement as detailed below and bounded as follows, that is to say:

O-1 Dimension of Tenement:

North to South : 6.45+0.90 & 7.35 M
East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : KIADB vacant land
On or towards the South by : Stair case tenement No. O-1
On or towards the East by : KIADB vacant land
On or towards the West by : KIADB vacant land & IInd Main Road

O-2 Dimension of Tenement:

North to South : 6.45+0.90 & 7.35 M
East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : Stair case & T. No. O-1
On or towards the South by : H. No. O-3
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & IInd Main Road

As covered by the lease cum sale agreement dated 24th April, 1996 between KIADB and CIL

7. Two double room housing tenements bearing Nos. O-5 and O-6 in the First floor of D type situated Bommasandra Industrial area in Sy. No. 267 & 268 within village limit of Bommasandra, Hobli Attibele, Taluk Anekal, District Bangalore containing by admeasurement as detailed below and bounded as follows, that is to say:

O-5 Dimension of Tenement:

North to South : 6.45+0.90 & 7.35 M
East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : Stair case & O-6
On or towards the South by : Vacant land KIADB
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & IInd Main Road

O-6 Dimension of Tenement:

North to South : 6.45+0.90 & 7.35 M

East to West : 3.70+2.75 & 6.45 M
Bounded
On or towards the North by : H. No. O-7
On or towards the South by : Stair case T No. O-5
On or towards the East by : Vacant land KIADB
On or towards the West by : Vacant land KIADB & IInd Main Road
as covered by the lease cum sale agreement dated 24th April 1996 between KIADB and CIL.

PART III

(Short Description of the stocks, shares debentures and other choses in action of CIL)

Accounts receivable (sundry debtors) advances, deposits and balances recoverable by CIL from government authorities and various other parties as mentioned in the subject Scheme of Arrangement between CIL and CCIPL and their respective shareholders and all other choses in action of CIL relating to the Packaging Coatings Business of CIL as defined in the said Scheme.

Anjan Kumar Mitra
27.2.98
for Registrar

C P No. 379 of 1997 connected with
C A No. 372A of 1997

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the matter of Companies Act, 1956
And
In the matter of Coates of India Ltd. & Anr.

- | | | | | | |
|-------|--|---------|------------|------------------|-------------------|
| (i) | Date when the decree or order was completed | 2.3.98 | | | |
| (ii) | Date of application for copy | 11.2.98 | | | |
| (iii) | Date of notifying the requisite number of folios and stamp | 7.3.98 | Order of | 11 th | day of Feb. 1998 |
| (iv) | Date of delivery of the requisite folios and stamp | 7.3.98 | Filed this | 2 nd | day of March 1998 |
| (v) | Date on which the copy is ready for delivery | 19.3.98 | | | |
| (vi) | Date when delivery was taken of the copy by the applicant | 19.3.98 | | | |

K Ghosh
Superintendent
Company Matters Department

*Superintendent
Copyist's Department
High Court, O.S.*

Khaitan & Co.
Attorney

Company Petition No. 446 of 1992
Connected with
Company Application No. 167 of 1992

IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

(Seal)
The Hon'ble Mrs. Justice
Ruma Pal

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 Karson Paints Limited, a
Company incorporated under the Companies
Act, 1956 and having its Registered Office at
66B, Bommasandra Industrial Area,
Bommasandra, Anekal Taluk, Hozur Road,
Bangalore - 562 158, outside the aforesaid
jurisdiction

and

in the matter of Coates of India Limited, an
existing Company within the, meaning of the
Companies Act, 1956 and having its Registered
Office at Transport Depot Road, Calcutta – 700
088, within the aforesaid jurisdiction .

1. Karson Paints Limited
2. Coates of India Limited ...Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated the twenty seventh day of July in the year one thousand nine hundred and ninety two whereby the above named petitioner company No.2 Coates of India Limited (hereinafter referred to as the said Transferee Company) was ordered to convene a meeting of the equity share holders of the said Transferee Company for the purpose of considering and if thought fit approving with or without modification the Scheme of amalgamation proposed to be made between the above named petitioner no.1 Karson Paints Limited (hereinafter referred to as the Transferor Company) and the said Transferee Company and annexed to the affidavit of Sambamurti Venkataraman filed on

the twenty second day of July in the year one thousand nine hundred and ninety two The Statesman dated the seventh day of August in the year one thousand nine hundred and ninety two and the Ananda Bazar Patrika dated the eight day of August in the year one thousand nine hundred ninety two each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated the twenty seventh day of July in the year one thousand nine hundred and ninety two the affidavit of Lakshmi Narayan Shastry filed on the twenty fifth day of August in the year one thousand nine hundred and ninety two showing the publication and dispatch of the notices convening the said meeting the report of the Chairman of the said meeting dated the nineteenth day of September in the year one thousand nine hundred and ninety two as to the result of the said meeting and upon reading on the part of the petitioner Company No. 2 an affidavit of Lakshmi Narayan Sastry filed on the second day of November in the year one thousand nine hundred and ninety two and the exhibits therein referred to and upon reading the order made herein and dated the twenty second day of September in the year one thousand nine hundred and ninety two and upon hearing Mr. S. B. Mukherjee (Mr. Ashim Banerjee appearing with him) advocate for the petitioner companies and Mr. S. Gupta advocate for the Central Government and none appears pursuant to the advertisement to oppose the confirmation of the scheme and it appearing from the said report that the proposed scheme of Amalgamation has been approved by a requisite majority of the equity shareholders of the said Transferee Company.

This Court doth hereby sanction the scheme of 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 July in the year one thousand nine hundred and ninety two (hereinafter referred to as the said transfer date) on the said Transferor Company and the said Transferee Company and their shareholders and all concerned.

This Court doth order

1. That all the properties rights and interest of the said Transferor Company specified in the first second and third parts of the Schedule B hereto 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 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 of the said Transferor Company within three weeks 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 concerned for registration 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
7. That a copy of the written instruction of the Central Government being No. RD/T/1418 Pt.1 of the twentieth day of November in the year one thousand nine hundred and ninety two be kept with the records of this case and
8. That the said petitioner companies shall on or before the seventh day of December in the year one thousand nine hundred and ninety two pay to the Advocate for the Central Government his costs of and incidental to this application assessed at fifty Gold Mohurs and
9. That all parties concerned do act on a copy of this dictated order duly countersigned by an officer of this Court being served on them.

Witness Shri Anandamoy Bhattacharjee Acting Chief Justice at Calcutta aforesaid this twenty third day of November in the year one thousand nine hundred and ninety two.

Khaitan & Co.....Advocates.

J Nandi
15.1.93
for Registrar

**Schedule A above referred to
Scheme of Amalgamation
of
Karson Paints Limited
with
Coates of India Limited
Part I**

Definitions:

For the purpose of this scheme:

1. The Transferor Company means Karson Paints Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 66B, Bommasandra Industrial Area, Bommasandra, Anekal Taluk, Hosur Road, Bangalore - 562158 in the State of Karnataka.
2. The Transferee Company means Coates of India Limited an existing company within the meaning of the Companies Act, 1956 and having its Registered office at Transport Depot Road, Calcutta-700 088, in the State of West Bengal.
3. Effective date means the 1st day of July, 1992.
4. Undertaking of the Transferor Company means and includes:
 - i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation and,
 - ii) Without prejudice to the generality of the foregoing clause the said undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession of reversion, present or contingent of whatsoever nature and wherever situate including land, building, machinery, vehicles, office equipments, inventories, sundry debtors, cash and bank balances, loans and advances, lease, tenancy and agency rights and all other interest and rights in or arising out of such property with all licenses, trade marks, import entitlement and other quotas, if any, held, applied for or as may be obtained hereafter 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.

Whereas

1. The Transferor Company is engaged in the business of manufacture of industrial coating at its factory situated at Bangalore. The Transferor Company converts raw materials for the Transferee Company and is a wholly owned subsidiary of the Transferee Company.
2. The Transferee Company is engaged in the business of manufacture of printing inks and synthetic resins at its factories at Calcutta, Bombay, Madras, Delhi and Noida.

The Transferee Company is considering diversification into manufacture of industrial adhesives for which the infrastructure of the Transferor Company can be effectively utilized.

3. For the purpose of better, efficient and economical management, control, running, expansion and growth of the business of the undertakings concerned and/or administrative convenience and to obtain advantages of economies of scale and to enable diversification and expansion of the businesses of the Transferor Company and the Transferee Company by profitable utilization of combined resources the present scheme is proposed to amalgamate the Transferor Company with the Transferee Company.

PART II

1. With effect from the effective date, the undertaking of the Transferor Company shall without further act or deed be transferred to and vested or deemed to be transferred to and vested in the Transferee Company pursuant to section 394(2) of the Companies Act, 1956 (hereinafter called the Act) subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called the 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 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.
3. The transfer and vesting of properties and liabilities under Clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under clause 2 hereof shall not affect any transaction or proceedings already concluded by or on behalf of the Transferor Company on and after the Effective Date to the end and intent that the Transferee Company accepts and adopt 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.
4. Subject to the 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.
5. Upon the scheme being sanctioned by the Hon'ble High Court at Calcutta and Bangalore and transfer taking place as stipulated under clause 1 thereof :-
 - a) All the shares held by the Transferee Company in the Transferor Company, being the entire paid up share capital of the Transferor Company shall stand cancelled.

- b) All the employees of the Transferor Company shall become the employees of the Transferee Company without interruption in service and on terms no less favourable to them than those then applicable to them.
 - c) Subject to an order being made by the Court, the Transferor Company shall be dissolved without winding up.
6. All the assets and liabilities of the Transferor Company shall be taken over at the respective book values thereof as appearing in the books of the Transferor Company provided that in respect of depreciable fixed assets of the Transferor Company so taken over, the cost to the Transferee Company shall for the purpose of the Income-Tax Act, 1961, be the actual cost thereof to the Transferor Company less all depreciation actually allowed to the Transferor Company in its Income Tax assessments, not being depreciation allowance remaining unabsorbed in the hands of the Transferor Company.

PART III

1. The Transferor Company and the Transferee Company shall make necessary applications to the Hon'ble High Courts at Calcutta and Bangalore for obtaining the Court's sanction of this Scheme and for the consequent dissolution without winding up of the Transferor Company.
2. Until the scheme is sanctioned and transfers effected as aforesaid, the Transferor Company shall carry on its business in usual course and shall be deemed to be carrying on the said business for and on behalf of and in trust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of and incidental to this scheme of Amalgamation.
4. The Board of Directors of the Transferor Company and the Transferee Company or any person authorized by them may assent on behalf of all concerned to any modification to this scheme of Amalgamation or to any condition which the Hon'ble High Courts at Calcutta or Bangalore or the Government or any other authority may impose or which the said Board of Directors may, in their sole discretion, think fit for the purpose of effectively carrying out this Scheme and the said Board of Directors may do all acts, things and deed as they may in their sole discretion consider necessary and/or expedient for the purpose of implementing this scheme.

J. Nandi
15.1.93
for Registrar

Schedule B above referred to

Schedule of Assets of Karson Paints Limited, the Transferor Company to be transferred to and vested in the Transferee company, namely Coates of India Limited, as at 1st July 1992.

Part I

Short description of Freehold properties:

Nil

Part II

Short description of Lease hold properties:

1. All that piece and parcel of land known as Plot No.(s) 66B in S. N. 260,261, 307 & 308 in the industrial area within the village limits of Bommasandra, Hobli, Anekal Taluk, Anekal District, Bangalore, containing by admeasurement 8028 sq. meters of thereabouts and bounded as follows, that is to say;

on or toward the North by Plot No. 67

on or toward the South by Plot No. 66A

on or toward the East by Road No. 3

on or toward the West by Private Lands

and all the rights, title and interest of Karson Paints Limited under the agreement dated 13th October 1983 entered into between the Karnataka Area Industrial Development Board and Karson Paints Limited then a private company known as Karson Paints Private Limited.

2. Single room housing Tenement bearing nos. 1B & 1J, in Bommasandra Industrial Housing Colony at B I. Area allotted by the Karnataka Industrial Area Development Board under File no. IADB/H. 39 and all the right, title and interest of Karson Paints Limited therein.
3. Two room Housing Tenement bearing no. 'O' Block 1,2,5,&6'D' type at Bommasandra Industrial Area allotted by the Karnataka Industrial Area Development Board vide allotment letter no. IADB/H-39/9235/91-92 dated 5.10./16.10.91 and all the rights, title and interest of Karson Paints Limited under the said Allotment letter.

Part III

Short description of stocks, shares, debentures and other choses in action:

NIL

J. Nandi
15.1.93
for Registrar

(THE COMPANIES ACT, 1956)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

DIC INDIA LIMITED

1. The name of the Company is “DIC INDIA LIMITED”
2. The registered Office of the Company is and will be situate in the State of West 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 is any general expression in any sub-clause 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 carry on the business (in all its branches) of Printing Ink and Varnish Manufacturers, Oil Distiller or Refiners, Block Manufacturers, Bronze and Fine Colour Manufacturers and Merchants, Paint, Enamel, Varnish and Synthetic Resin Manufacturers, Distemper and Pigment Manufacturers, Manufacturers of Cosmetics, Polishes and compounds and products of a similar nature, makers of and dealers in any plates or other things that may from time to time be used in the process of printing, dealers in all machines, materials and things used by printers of any description and in all materials and things connected with the above businesses or any form of them.
 - (2) (a) To carry on the business of importers and wholesale and retail dealers of and in all classes of articles and goods of the kind which the Company may by the terms of Clause (1) hereof manufacture.
 - (b) To act as Agents for the disposal of any of the articles referred to in Clauses (1) and (2) (a) hereof and to buy, sell, manufacture, import, export and deal in all things capable of being used in any of the businesses aforesaid or required by any customers of or persons having dealings with the Company either by wholesale or retail.
 - (c) To carry on the business of buying, selling, dealing in, manufacturing and compressing oxygen, hydrogen, nitrogen, carbonic acid, acetylene and any other gases derived from or out of air or kindred substances or any compounds thereof by any process and of selling or applying such gases, substances and compounds or any of them to such purposes as the Company may from time to time think desirable and to manufacture, buy, sell, let on hire and deal in engines, cylinders, compressors, machines and other

apparatus and conveniences which may seem calculated to promote (directly or indirectly) the consumption of gases of all kinds or kindred substances or any compounds thereof.

- (d) To carry on the business of manufacturers, buyers and sellers of and dealers in Ethyl Alcohol (Industrial Alcohol), Ethylene, Acetic Acid, Acetaldehyde, Crotonaldehyde, Butyraldehyde, Acetic Anhydride, Butyric Acid, Butyric Anhydride, Vinyl Acetate, Polyvinyl Acetate, PVA Resin, Ethyl Propyl Acrolein, Octoic Acid, 2-Ethyl Hexanol, Cellulose Acetate Butyrate and moulding powder, Acrylic Acid, Acrylates, Ethylene Diamine, Pentaerythritol, Trimethylol Propane, Monochloro Acetic Acid, Sorbic Acid, Aceto Acetic Ester or any other or new substances being improvements upon or modification thereof derived from Industrial Alcohol or otherwise or resulting from any process and/or manufacture of materials from the waste realized from the abovementioned products either on its own or otherwise.
- (3) To buy, sell, manufacture, import, export, alter, improve, exchange, deal in, consign or accept on consignment, repair, let on hire and otherwise deal and trade in all kinds of plant, machinery, apparatus, tools, materials and things which may be necessary or convenient for the purposes of any business which the Company is authorized to carry on or commonly supplied or dealt in by persons engaged in such business or which seem capable of being profitably dealt with in connection with any of the said business.
- (4) To carry on business as general merchants, manufacturers, contractors, agents, importers, exporters, factors, warehousemen, shipowners and carriers by land and sea.
- (5) To carry on all kinds of agency business and to take part in the management, supervision or control of the business or operations of any other company, association, firm or person and to act as the Agents, Secretaries or other officers of any such company, association, firm or person and in connection therewith to appoint and remunerate any Directors, Accountants, Assistants and other Officers or experts or agents.
- (6) To carry on the business of general manufacturers and to manufacture, buy, sell and deal in apparatus, machinery, materials and articles of all kinds.
- (7) 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 lands 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.
- (8) 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 basties, 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 and/or take part in any such operation.

- (9) To acquire by purchase or otherwise and undertake all or any part of the business goodwill assets property rights or undertaking and liabilities of any other company, firm or person carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of the Company and to pay for the same either in cash or by fully or partly paid up shares in the Company or by debentures of this Company secured on its property both present and future including its uncalled capital or by any of such means combined and as part or whole of the consideration therefor to undertake all or any of the liabilities of such Company, firm or persons.
- (10) 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.
- (11) To apply for purchase or otherwise acquire in any part of the world any interest in any patents brevets d'invention licences, patent rights, trade marks, concessions, copy rights, designs, processes and the like conferring an exclusive or non-exclusive or limited right of use or any secret or other information as to any invention or process which may seem capable of being profitably dealt with or which may seem capable of being used for any of the purposes of the Company and 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.
- (12) 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.
- (13) To apply or subscribe for purchase or otherwise acquire, accept, hold or deal in any shares or interest in the business of any person, firm or company and in particular to take or otherwise acquire and hold shares in and debentures of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (14) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry

on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to lend money or guarantee the contracts of or otherwise assist any such person, firm or company and to take or otherwise acquire shares or securities of any such company and to subsidise or otherwise assist any such company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same.

- (16) To amalgamate with any other company having objects or power whether primary or ancillary altogether or in parts similar to those of this Company and to give or accept by way of consideration for such amalgamation any payment of cash or any agreement for periodical payments of cash, secured or unsecured shares, wholly or partly paid up or with liability for the full nominal value thereof; stocks, bonds, obligations, debentures, debenture stock, scrip or securities of any person, company or corporation and whether of the company or corporation with which such amalgamation is effected or not.
- (17) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (18) To guarantee the payment of money unsecured or secured by or payable or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company of or any authority supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
- (19) To improve, manage, develop, sell, lease, exchange, let on hire, mortgage, turn to account or otherwise deal with the whole or any part of the property and assets at any time acquired, possessed or controlled by the Company.
- (20) To grant licences in respect of or cover any lands or other properties that may be acquired by the Company and to lease any such lands or other properties and to sell or otherwise dispose of any of the lands and other properties and assets of the Company.
- (21) To raise or borrow moneys and to secure or guarantee the payment or repayment of any moneys raised, borrowed or owing by the Company and the performance or discharge of any of its obligations or liabilities by the issue of debentures or debenture stock (whether perpetual or otherwise) bonds, mortgages or other securities based or charged upon the whole or any part of the undertaking and assets of the Company (including after-acquired property or rights and uncalled or unissued capital) or in such other manner as may be determined upon and also by a similar mortgage charge or lien (either with or without the issue of debentures as aforesaid), to secure and guarantee the performance by the Company of any liability or obligation it may undertake and also to raise or borrow moneys by the issue of debentures or debenture stock

whether perpetual or otherwise without any charge upon the undertaking or assets of the Company or any part thereof.

- (22) To remunerate any persons 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 about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business.
- (23) To invest any of the moneys of the Company in or upon such investments or securities as may from time to time be deemed expedient and to lend or advance moneys to guarantee the contracts or engagements or become security for and financially assist any person, firm, company or corporation or advance money to or deposit money with any person, firm, company or corporation either at interest or without and either with or without security.
- (24) To receive money on deposit from any person, firm or corporation for such period or periods and upon such terms and conditions as to payment of interest or otherwise as the Company may think fit.
- (25) To distribute any of the property of the Company in specie among the members.
- (26) To place, to reserve, or distribute as dividend or bonus amongst the members of the Company or otherwise apply as the Company deems fit any money received by way of premium on shares or debentures issued at a premium by the Company.
- (27) To use any reserve fund created from accumulated profits or from the issue of shares at a premium as part of the Company's capital without capitalising the same.
- (28) To obtain any sanction or permission or assent or provisional order or Legislative Act for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company.
- (29) To divide among the members of the Company from time to time whatever the Company may decide to be the profits arising from the operations of the Company or any part of such profits either in cash or in specie.
- (30) To divide as profits among the members of the Company the proceeds of any disposal of any part of the property or assets of the Company, which in the opinion of the Company may fairly be considered and treated as accretion to capital either in cash or in specie.
- (31) To remunerate any person, firm or company for services rendered to this Company or to pay for any properties, rights, privileges, concessions or any other thing or interest acquired by this Company by cash payment or by the

allotment of shares, debentures, debenture stock or other securities of the Company credited as partly or wholly paid up or otherwise.

- (32) To draw, make, accept, discount, execute and issue bills of exchange, Government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
- (33) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (34) 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.
- (35) To aid, pecuniarily or otherwise, any associations, 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.
- (36) To establish and support or aid in the establishment and support of associations, institutions, funds, trust and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such person 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 object.
- (37) To erect upon lands of any tenure in which the Company has any estate or interest houses, cottages and other accommodation for the employees or ex-employees of the Company and to sell, lease or otherwise dispose of the same to such employees or ex-employees on such terms as Company may seem fit or to allow the employees or ex-employees of the Company to use and occupy the same with their families free of rent and in such other manner as the Company may think fit to provide for the welfare of employees or ex-employees of the Company and the families and dependents of such persons.
- (38) To act as attorney or agent under power of attorney or otherwise.
- (39) 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.
- (40) To distribute all or any of the property of the Company amongst the members in specie or kind.
- (41) To do all other things whatsoever whether of the like or other nature which may be conveniently done in connection with or which are conducive to the attainment of the above objects or any of them or which may be calculated directly or indirectly to enhance the value of or render profitable any business or property of the Company.

- (42) To do all or any of the above things in any part of the world and 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.
- (43) To carry out the objects comprised in each paragraph of this clause in as full and ample manner and construed in as wide a sense as they would be if each paragraph of this clause defined the object of a separate distinct and independent company and so that such objects shall not in any way except where otherwise expressed in such paragraph, be restricted by reference to or inference from the objects contained in any other paragraph or the name of the Company.

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 person, whether incorporated or not incorporated, whether domiciled in India or elsewhere.

4. The liability of the member is limited.

5. The Capital of the Company is Rs. 15,00,00,000 (Rupees Fifteen Crores only) divided into 1,50,00,000 (One crore fifty lakhs) equity shares of Rs. 10/- (Rupees Ten only) each, with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with the 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 and abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

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 to our respective names.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each subscriber	Names, Addresses and Descriptions of Witnesses.
1) B. C. Dent, 22, Strand Road Calcutta. Merchant.	One	
2) A. A. Leslie 6, Hastings Street Calcutta. Solicitor.	One	

Total shares taken.. Two

DATED the 2nd day of April, 1947.

(THE COMPANIES ACT, 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
DIC INDIA LIMITED

1. The Marginal notes hereto shall not affect the construction hereof and in these presents unless there be something in the subject or context inconsistent therewith :-

*“The Act” means the Companies Act, 2013 and Rules thereunder or any statutory modification thereof for the time being in force and where applicable shall include references to the previous Act.

* “Applicable Law” means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.

*“Beneficial Owner” means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable.

“Depositories Act” means the Depositories Act, 1996 and shall include any statutory modification(s) or reenactment thereof for the time being in force.

“Depository” shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the ‘Depositories Act, 1996.

*[*Note: The marked clauses wherever appearing in this Articles of Association, have been amended vide Special Resolution passed at the Annual General Meeting of the Company held on 23rd March, 2015.]*

*“Person” includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.

*“Special Resolution” and “Ordinary Resolution” have the meanings assigned thereto respectively by the provisions of the Act. .

*“Resolution with Special Notice” has the meaning assigned thereto by the provisions of the Act.

“The Directors”, “Board of Directors” or “Board” means the Directors for the time being collectively.

“The Managing Director” means the Managing Director or the Managing Directors for the time being.

“The Secretary” means the Secretary for the time being.

“The Office” means the Registered Office for the time being of the Company.

*“The Register” shall mean the register of members, including any foreign register which the Company may maintain pursuant to the Act and includes register of beneficial owners.

“The Registrar” shall mean the register of members, including any foreign register which the Company may maintain pursuant to the Act and includes register of beneficial owners.

*“Dividend” includes interim dividend.

“Month” means calendar month.

“Proxy” includes Attorney duly constituted under a Power of Attorney.

“In writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.

*Term(s) and phrase(s), Capitalised words not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act.

Words importing the singular number only include the plural, and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporation.

2. *The regulations contained in the Table marked “F” in Schedule I to the Act shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the Act.

3. DELETED

3A. *Articles to be contemporary in nature

The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting

what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

4. None of the funds of the Company shall be employed in the purchase of or lent on the security of shares of the Company.

SHARES

5. *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.
6. The business of the Company may be commenced as soon after the incorporation of the Company as the Director shall think fit and notwithstanding that part of the shares may only have been allotted.
7. *Subject to the provisions of these Articles, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times, as the Directors think fit and to give any person the call of any shares either at par or at a premium and for such time and for such consideration as the Directors think fit, provided that where at any time (subsequent to the first allotment of shares) it is proposed to increase the subscribed capital of the Company by the issue of new shares, then, subject to any directions to the contrary which may be given by the Company in General Meeting, the Directors shall issue such shares in the manner set out in under the Applicable Law.

Option or right to Call of shares shall not be given to any person or person except with sanction of the Company in General Meeting subject to provisions of the Act.

8. *Where after the first day of April, 1956, any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class in accordance with the provisions of the Act.
9. *As regards all allotments from time to time made, the Directors shall duly comply with the provisions of the Act.
- 10.*
 - i. The company may exercise the powers of paying commissions to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for Shares, Debentures or of the Company conferred by the relevant provisions of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that Section and Rules made there under.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

11. *The Company may, subject to Applicable Law, pay a reasonable sum for brokerage and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not less than par) as may be thought fit.
12. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the shares.
13. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares.
14. *Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.
15. Shares may be registered in the name of any limited company or other corporate body. Not more than three persons shall be registered as joint holder of any share.

15A.

*“Where shares are converted into stock,—

a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

c) such of these Articles of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively”

CERTIFICATES

16. The certificates of title to shares and duplicates thereof when necessary shall be issued under the Seal of the Company and signed by two Directors and countersigned by the Secretary or some other person appointed by the Board for the purpose.
17. *Every person whose name is entered as a member in the Register of Members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or subdivision/consolidation within such other period as the conditions of issue shall be provided,—
- a) one certificate for all his shares without payment of any charges; or
 - b) several certificates, each for one or more of his shares, upon payment of fees as may be prescribed in the Act and the Rules thereto for each certificate after the first or as may be fixed by the Board.
 - c) in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders.
- 17A. *The Share certificates shall be numbered progressively according to their several denominations, specify the Shares to which it relates and bear the seal of the Company, and except in the manner hereinbefore mentioned, no Share shall be sub-divided. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.
- Provided however that the provision relating to progressive or distinctive numbering of Shares shall not apply to the Shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form.
18. *(i)“If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board, not exceeding Rs.50 for each certificate or such other amount as may be prescribed by the Applicable Laws.
- *(ii) The provisions of the foregoing Articles relating to issue of share certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.”
19. *DELETED
20. The certificates of shares submitted to the company shall be delivered either to the first named on the Register, to the Attorney of such person or to the person tendering the certificate, as circumstances warrant.
- 20A. In the case of transfer or issue of new shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, shall apply.

CALLS

21. The Directors may, from time to time, subject to the terms on which any shares may have been issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments.
22. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.
23. No call shall be made payable within one month after the last preceding call was payable.
24. *Not less than fourteen days' notice of any call or any other number of days' notice as may be prescribed by the Act and the Rules thereto shall be given specifying the time and place of payment and to whom such call shall be paid.
25. *i. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate prescribed in the Act and the Rules thereto or at such lower rate, if any, as may be fixed by the Board.
ii. The Board shall be at liberty to waive payment of any such interest wholly or in part.
26. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice had been given and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.
- 26A. *In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
27. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was, when the claim arises, on the Register of Shareholders of the Company as a holder or one of the holders of the number of shares in respect of which such claim is made and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the Board at which any call was made not that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- 28.* The Directors may, if they think fit, 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 advances has been made, the Company may pay interest at such rate not exceeding, unless the

company in general meeting shall otherwise direct, six per cent per annum, unless the company in general meeting shall otherwise direct as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of call shall not rank for dividends or participate in the profits of the Company. The Directors may at any time repay the amount so advanced upon giving to such member three month's notice in writing.

FORFEITURE AND LIEN

29. If any member fails to pay any call or installment on or before the day appointed for the payment of the same, the Board may, at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
30. *The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment 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 shares in respect of which such call was made or installment is payable will be liable to be forfeited.
31. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given, may at any time thereafter before payment of all calls of installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
32. When the 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 an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
33. 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 think fit.
34. The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
35. *(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) All such monies payable shall be paid together with interest thereon at such rate as may be fixed by the Board, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

- (iii)The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
36. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.
37. A duly verified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all person 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 share; and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.
- 37A. *The provisions of the aforementioned regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
38. *The Company shall have a first and paramount lien upon all the shares/Debentures/Securities (other than fully paid shares and debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and conditions that Article 14 hereof will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares/Debentures/Securities.
39. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee, curator bonis or other legal curator, and default shall have been made by him or them in the payment, fulfillment, or discharge of such debts, liabilities or engagements for twenty one days after such notice.
40. A certificate in writing under the hand of any Director that the last mentioned power of sale has arisen and is exercisable by the Company shall be conclusive evidence of the facts therein stated.
41. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member, and the residue (if any), paid to such member his executors, administrators, committee, curator or other representatives.
42. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the power hereinbefore given, the Directors may cause the purchaser's name to be entered in the

Register 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 and against the Company exclusively.

43. In the case of a sale or a re-allotment of forfeited shares or of the sale of shares to enforce a lien or charge, an entry in the minute book of the Company that the shares have been duly forfeited, re-allotted or sold in accordance with the regulations of the Company shall be sufficient evidence of that fact as against all persons entitled to such shares immediately before the forfeiture or sale thereof and such entry and the receipt of the Company for the price of such shares shall constitute a good title to the same and a certificate of proprietorship shall be delivered to the purchaser or allottee thereof and he shall be registered as the holder of such shares and thereupon he shall be deemed to be the holder thereof discharged from all calls or other money due in respect thereof prior to such purchase or allotment and he shall not be bound to see to the regularity of the proceedings or to the application of the purchase money or consideration nor shall his title to the shares be affected by any irregularity in the sale, forfeiture or re-allotment. The holder of the certificate of any share sold shall be bound to deliver the same to the Directors.
44. Where any shares under the powers in that behalf herein contained are sold by the Board and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION

45. *The instrument of transfer of any share shall be signed both by the transferor and transferee, and shall contain the name and address both of the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation. The Company shall not register a transfer of shares unless the provisions of the Act and the Rules thereto have been complied with.
46. *The instrument of transfer shall be in writing and all the provisions of the Act and the Rules thereto and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
47. No transfer shall be made to a minor or person of unsound mind.
48. *Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the shares to be transferred and such other evidence as the Directors may require to prove the title of transferor or his right to transfer the shares, the transferee shall (subject to the Directors' right to decline to register in accordance with the provisions of the Act and the Rules thereto) be registered as a member in respect of such shares. The Directors

may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

49. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.
50. No fee shall be charged for registration of transfer, grant of probate, grant of letter of administration, certificate of death or marriage, power of attorney or other instruments.
51. *The transfer books and Register of members may be closed during such time or times as the Directors think fit, not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time and otherwise subject to the provisions of the Act and the Rules thereto.
52. *The executors or administrators or nominee of a deceased member (not being one of several joint-holders) shall be the only person recognized by the Company 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-holders of any registered shares, the survivors and in the case of death of all joint-holders, the nominee shall be the only persons recognized 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 recognizing any executor or administrator, the Directors may require him to obtain a Grant of Probate or Letter of Administration or other legal representation, as the case may be, from some competent Court in India having effect in Kolkata. Provided nevertheless that in any case where the Board in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to indemnify or otherwise as the Directors, in their absolute discretion, may consider necessary.”
53. The Directors may, subject to the right of appeal conferred by the provisions of the Act and the Rules thereto, decline to register any transfer of shares to a person of whom they shall not approve and they may also decline to register any transfer of shares on which the Company has a lien provided that registration of transfer of a share 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.

If the Directors decline to register a transfer of any shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

- 53A. Without prejudice to the generality of the foregoing Article 53, the Directors shall be entitled to refuse an application for transfer of shares numbering below the prescribed limit as per law and regulations in force when such application is received by the Company subject, however, to the exception that in case of transfer of equity shares made in pursuance of any statutory order or an order of a competent Court of Law.

- 53B. *The Board may decline to recognise any instrument of transfer unless—

- 1.1. the instrument of transfer is in the form as prescribed under sub-section (1) of Section 56 of the Act or Applicable Law;
- 1.2. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- 1.3. the instrument of transfer is in respect of only one class of shares.

53C. *Notwithstanding anything contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.

54. DELETED

55. Any Committee of a lunatic member and any person becoming entitled to or to transfer shares in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Clause or of his title as the Directors think sufficient, may, with the consent of the Board (which the Directors shall not be under any obligation to give) and shall if the Directors so require be registered subject to the provision of these Articles as a member in respect of such shares or may subject to the regulations as to transfer hereinbefore contained, transfer such shares. This Clause is in these Articles called and referred to as "The Transmission Article".

55A. Nothing contained in the foregoing Articles shall apply to transfer of security effected by the transferor and the transferee both of whom are entered as Beneficial Owners in the records of a Depository.

55B. *Any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of a female member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors and subject as hereinafter provided, elect, either to be registered himself as holder of the shares or Debentures, as the case may be; or to make such transfer of the shares or Debentures, as the case may be, as the deceased shareholder or Debenture holder, as the case may be, could have made.

Provided nevertheless that it shall be lawful for the Directors in their absolute discretion to dispense with the production of any evidence including any legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.

- 55C. *The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.
- 55D. *If the nominee, so becoming entitled, elects himself to be registered as holder of the shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
- 55E. *If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
- 55F.* All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- 55G. *Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
- 55H.* A nominee on becoming entitled to shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
- 55I. *The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.

INCREASE AND REDUCTION OF CAPITAL

56. *The Company may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient subject to the Applicable Law.
57. *The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct and if no direction be given, as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at

General Meetings of the Company, as permitted in terms of Section 47 of the Act or other Applicable Law. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act for the time being in force.

58. *The company may by as per the Applicable Law make any provisions as to the issue and allotment of new shares otherwise than as is provided in the provisions of the Act and the Rules thereto. In default of any such determination, or so far as the same shall not extend, the new shares shall be dealt with according to the provisions of Article 7.
59. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien and otherwise.
60. If, owing to any inequality in the number of new shares to be issued and the number of shares held by the members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.
61. *The Company may (subject to the provisions of the Act and the Rules thereto from time to time by Special Resolutions cancel shares, which at the date of the resolution in that behalf, have not been taken or agreed to be taken by any person or, reduce its capital by paying off capital or cancelling capital, which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise.
- 61A.* Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years and such other terms as may be decided at the time of the issue. Further,
 - 61A.1 *Such preference shares shall always rank in priority with respect to payment of Dividend or repayment of Capital vis-à-vis equity shares;
 - 61A.2 *The Board may decide on the participation of preference shareholders in the surplus Dividend, type of preference shares issued whether cumulative or otherwise, conversion terms into equity if any;
 - 61A.3 *The Board may decide on any premium on the issue or redemption of preference shares.

SUB-DIVISION AND CONSOLIDATION OF SHARES

- 62.* Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) sub-divide and consolidate its Shares into shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum and the resolution whereby any Share is sub-divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, one or more of such Shares shall have some preference or special advantage as regards Dividend, Capital or otherwise over or as compared with the other.
63. *DELETED

SURRENDER OF SHARES

64. *Subject to the provisions of the Act and the Rules thereto, the Directors may accept from any member the surrender on such terms and conditions as shall be agreed for all or any of his shares.

PURCHASE OF OWN SECURITIES

- 64A. *Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68, 69 and 70 of the Act and Applicable Law as prescribed by Securities and Exchange Board of India (SEBI) or any other authority for the time being in force, the Company may purchase its own shares or other specified securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

MODIFICATION OF RIGHTS

65. *If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate General Meeting of the holder of the shares of that class and all the provision of these Articles relating to General Meetings shall, mutatis mutandis, apply to every such meeting. This Article is not by implication to curtail the power of modification which the Company would have if this Article were omitted.

BORROWING POWERS

66. *The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/resolution of such delegate, ,provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans

obtained from the Company's bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves.

67. *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, or other Securities, or any mortgage, or other Security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being).
68. *Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable.
69. *DELETED
70. *The Directors shall cause a proper Register to be kept in accordance with the provisions of the Act and the Rules thereto of all mortgages and charges specifically affecting the property of the Company, shall duly comply with the requirements of the provisions of the Act and the Rules thereto, in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the provisions of the Act and the Rules thereto as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office.
71. *Every Register of Shareholders and Debenture holders and transfer books may be closed during such time or times as the Directors think fit not exceeding in the whole forty-five days in any year but not exceeding thirty days at any one time provided that not less than seven days' previous notice by advertisement in some newspapers circulating in the State where the registered office of the Company is situated, has been given.
- 71A. *A member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time.
72. *The registers and copies of annual return and other registers shall, where applicable and required under the applicable laws, be open for inspection during business hours of the Company, not being less than two (2) hours on any working day, as may be fixed by the Company Secretary from time to time, at the registered office of the Company by the persons entitled thereto on payment, where required, of Rs. 50/- per register per inspection or such amount as may be laid by the Board but not exceeding the limits prescribed under Applicable Laws and copy of any specific extract, where allowed and required under the applicable laws, upon the payment of Rs. 10 (ten rupees) per page, or such amount as may be laid by the Board but not exceeding the limits prescribed under Applicable Laws, Such

registers shall be kept under the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.

73. *DELETED

74. If any uncalled capital of the Company be included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the persons in whose favour such mortgages or security is executed or any other person in trust for him, to make calls on the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall, mutatis mutandis, apply to calls made under such authority and such authority may be exercisable either conditionally or unconditionally and 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.

RESERVE AND DEPRECIATION FUNDS

75. The Directors may from time to time before recommending any dividend set apart any and such portion of the profits of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures, debt or other liabilities of the Company, for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes of the company the Directors in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with full power to employ the Reserve Funds or any parts thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

76. *DELETED

77. All moneys carried to the Reserve Fund and Depreciation Fund respectively shall nevertheless remain and be profits of the Company applicable, subject to due provision being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may be invested by the Directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Directors may from time to time think proper.

GENERAL MEETINGS

78. *(a) The Company shall, in addition to any other meetings, hold a general meeting which shall be styled its Annual General Meeting at the intervals and in accordance with provisions, specified below.

(b) The first Annual General Meeting shall be held by the Company within eighteen months of its incorporation.

(c) The next Annual General Meeting of the Company shall be held by it within nine months after the expiry of the financial year in which the first Annual General Meeting was held; and

thereafter in each year an Annual General Meeting shall be held by the Company within six months after the expiry of each financial year but so that not more than fifteen months shall elapse between the date of one General Meeting is held within such extended time in a case where such general meeting is held within such extended time as may granted by the Registrar in terms of the provisions of the Act and the Rules thereto.

79. *Every Annual General Meeting shall be called for a time during business hours, on a day that is not a national holiday, and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situate; and the notices calling the meeting shall specify it as the Annual General Meeting. All meetings other than the Annual General Meetings shall be called Extraordinary Meetings.
80. *(i)The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) The Board shall at the requisition made by such number of members who hold, on the date of receipt of the requisition, such percentage of the share capital of the Company as prescribed by the Act, may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

- 80A. *(i) Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any members/ class of members/ Debentureholders, seek their assent by Postal ballot, including e-voting. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.

(ii) The intent of these Articles is that in respect of seeking the sense of the members or members of a class or any Security holders, the Company shall, subject to Applicable Law, be entitled to seek assent of members, members of a class of members or any holders of securities using such use of contemporaneous methods of communication as is permitted by Applicable Law. A written resolution including consent obtained through Electronic Mode shall be deemed to be sanction provided by the member, member of a class or other Security holder by way of personal presence in a meeting.

81. *Not less than clear twenty-one days' notice specifying the place, day and hour of the meeting and containing a statement of the business to be transacted thereat shall be given to (i) every member of the Company and to the Auditor or Auditors for the time being of the Company either in writing or through electronic mode in such manner as may be prescribed in the Act and the Rules thereto to the persons entitled to a share in consequence of the death or insolvency of a member in the manner provided by the Act and the Rules thereto.

A General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than such percentage of the members entitled to vote at such meeting as prescribed in the Act and the Rules thereto.

82. The accidental omission to give any such notice to or the non-receipt of notice by any of the members or other person to whom it should be given shall not invalidate any Resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETING.

83. *The business of an Annual General Meeting shall be to receive and consider the Profit & Loss Account, the Balance Sheet and the Reports of the Directors and the Auditors, to elect Directors in the place of those retiring by rotation or otherwise and to elect Auditors and fix their remuneration, to declare dividend and to transact any other business which under these presents ought to be transacted at an Annual General Meeting and all business transacted at an Extraordinary Meeting shall be deemed special, unless otherwise required by the provisions of the Applicable Law.
84. *(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 otherwise provided herein, the quorum for the general meetings shall be as provided in the Act.
85. *DELETED
86. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting or if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the members present shall choose another Director as Chairman and if no Director be present, or if all the Directors present decline to take the chair then the members present shall choose one of their number being a member entitled to vote to be Chairman.
87. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum be not present, the meeting shall be dissolved.
88. *Subject to any rights or restrictions for the time being attached to any class or classes of shares with respect to voting rights,—
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company as per the provisions of the Act and the Rules thereto.
- (c) A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
89. *Before or on the declaration of the result of the voting on any resolution on show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion, and shall be ordered to be taken by him on a demand made in that behalf as per the provisions of the Act and rules thereto.

90. If a poll be demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the Meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.
91. The Chairman of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
92. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
93. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which poll has been demanded.

VOTES OF MEMBERS

94. *On a show of hands every member present in person shall have one vote and upon a poll the voting rights of a member shall be as specified in the provisions of the Act and the Rules thereto. Provided that no company or body corporate, being a member of the Company, shall vote by proxy so long as a resolution of Board of Directors under the provisions of the Act and the Rules thereto is in force and the representative named in such resolution is present at the General Meeting at which the vote by proxy is tendered.
95. *Where a company registered under the provisions of the Act is a member of the Company, a person duly appointed to represent such company at a meeting of the Company in accordance with the provisions of the Act and the Rules thereto, shall not be deemed to be a proxy, and the production at the meeting of a copy of such resolution duly signed by one Director of such company and by the Managing Agents (if any) and certified by him or them as being a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment.
96. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjournment meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or **non compos mentis**, he may vote whether by a show of hands or at a poll by his committee, **curator bonis** or other legal curator and such last mentioned person may give their vote by proxy.
97. *Where there are joint registered holders of any share any one such person may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any meeting either personally or by proxy, that one of the person so present whose name stands first on the Register of Members in respect of such share shall alone be entitled to vote in respect

thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint-holders thereof.

98. Votes may be given either personally or by proxy, or, in the case of a Company, by a representative duly authorized as aforesaid but a proxy shall not have a right to speak at the meeting. A proxy shall not be entitled to vote except on a poll.
99. *The instrument appointing a proxy be in writing under the hand of the appointer or of his Attorney duly authorized in writing or if such appointer is a corporation under its common seal or the hand of its Attorney.
100. *The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power a 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.
101. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received at this Office before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
102. *An instrument appointing a proxy shall be in the form as prescribed in terms of the Act.
103. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company 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, and has exercised, any right of lien.

103A. *Maintenance of records and Inspection of minutes of General Meeting by Members

- 1) Where permitted/required by Applicable Law, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and the conditions as laid down in the Applicable Law. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.
- 2) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

- 3) Any such minutes shall be evidence of the proceedings recorded therein.
- 4) The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time, to the inspection of any Member without charge.
- 5) Any Member of the Company shall be entitled to a copy of minutes of the General Meeting on receipt of a specific request and at a fee of Rs. 10/- (*rupees ten only*) for each page, or such amount as the Board may determine and as permissible by Applicable Law.

DIRECTORS

104. *Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3(three) and shall not be more than 15 (fifteen). The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. The Company may appoint more than fifteen directors after passing special resolution.
- 104A. *Composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transaction business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.
105. The persons hereinafter named are the Directors of the Company at the date of adoption of these Articles, that is to say: -
1. Mr. J.B.M. Coates.
 2. Mr. D.C.B. Pilkington.
 3. Mr. H. Gupta
 4. Mr. A.A. Leslie.
- 105A. *The Company shall, subject to the provisions of the Act and these Articles, be entitled to agree with any Person that he or it shall have the right to appoint his or its nominee on the Board, not being an Independent Director, upon such terms and conditions as the Company may deem fit. He shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
- 106 (1) Subject to the provisions of the Act, the Directors other than a Managing Director or a Wholetime Director shall receive such remuneration within the ceiling prescribed by the Central Government from time to time, for each meeting of the Board or Committee of the Board attended.

- 106 * (2) Subject to the provisions of the Act, the Director shall be entitled to be paid the reasonable traveling, hotel and other expenses incurred in consequence of their attending Board and Committee Meetings or otherwise incurred in the execution of their duties as Directors.
- 106 (3) Subject to the provision of the Act, the Resident Indian Directors, other than a Managing Director or a Wholetime Director, shall receive remuneration by way of commission not exceeding 1 (one) per cent of the net profits of the Company determined in the manner laid down in the Act, such commission being divided among the Directors entitled thereto, in such proportion and manner as the Board may from time to time determine, and in default of such determinations, equally.
107. *The Directors are not required to hold any qualification shares.
108. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed, the Directors shall not, except for the purpose of filling vacancies act so long as the number is below the minimum.
109. * “A person shall not be eligible for appointment as a director of a company, if —
- (a) he is of unsound mind and stands so declared by a competent court;
 - (b) he is an undischarged insolvent;
 - (c) he has applied to be adjudicated as an insolvent and his application is pending;
 - (d) he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence
 - (e) He acts in contravention of Section 184 of the Act.
 - (f) By notice in writing to the Company he resigns from his office; or
 - (g) He is removed in pursuance of Section 164 of the Act.
110. *Except with the previous consent of the Company accorded by a special resolution, no Director of the Company, no partner or relative of such Director, no firm in which such a Director or relative is a partner, no private company of which such Director is a Director or member and no Director, managing agent, secretaries and treasurer or manager of such a private company shall hold any office or place of profit, except that of Managing Director, Managing Agent, Secretaries and Treasurers, Manager, Secretary, Legal or Technical Adviser, Banker or Trustee for the holders of debentures of the Company (i) under the Company or (ii) under any subsidiary of the Company (unless the remuneration received from such subsidiary in respect of such office or place is paid over to the Company or its holding Company and the provisions of the Act and the Rules theretoshall apply).
111. *Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such sanctions as required by Applicable Law. Unless so required by Applicable Law, no sanction shall, however, be necessary for any contracts with a related party on entered into on arm’s

length basis. Where a contract complies with such conditions or indicia of arms length contracts as laid down in a policy on related party transactions framed by the Board and approved by a general meeting, the contract shall be deemed to be a contract entered into on arm's length basis.

112. A Director of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a Director or member of such company.
113. *DELETED

ROTATION OF DIRECTORS

114. *At least two-thirds of the total number of Directors, excluding Independent Directors, will be the Directors who are liable to retire by rotation (hereinafter called "the Rotational Directors"). At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.
115. *DELETED
116. A retiring Director shall be eligible for re-election.
117. The company at the General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto and in default the retiring Director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up such vacated office.
118. The Company may from time to time in General Meeting by ordinary resolution increase or reduce the number of Directors, within the limits fixed in that behalf by Article 104 and may also determine in what rotation the increased or reduced number is to go out of office.
119. *DELETED
120. *The Directors shall have power at any time and from time to time, to appoint a person as an Additional Director who shall retire from the office at the next following Ordinary General Meeting, but shall be eligible for election by the Company at that meeting as an Additional Director, subject to the provisions of the Act.
121. *Subject to the provisions of the Act and the Rules thereto, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
122. *The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel or such other officer as may be prescribed under the Act, Rules and other Applicable Law, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's

holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.

123. A Managing Director appointed for a term of years shall not, save and except as provided in Article 114, be subject to retirement by rotation but shall hold office over the period of his appointment subject to the provision of the Articles 137 to 140 and to the terms of his agreement with the Company.
- 123A. *i. “The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- ii. The Chairperson or any one Director with the previous consent of the Chairman may, or the Company Secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.
- iii. The quorum for a Board meeting shall be as provided in the Act.
- iv. The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.”

123B. *Board’s power to fill casual vacancies

1.1 Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

1.2 If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.

1.3 If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless :

1.3.1 at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;

- 1.3.2 the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
- 1.3.3 he is not qualified or is disqualified for appointment;
- 1.3.4 a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
- 1.3.5 the provision of Section 162 of the Act is applicable to the case.

PROCEEDINGS OF BOARD

- 124. *The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, provided that a meeting of the Board of Directors shall be held at least once in every four months and at least four such meetings shall be held in every year. The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher. Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, present at the meeting being not less than two shall be the quorum during such time.
- 125. *A meeting of the Board shall be called by giving not less than seven days' notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means.
- 125A. *The notice of the meeting shall inform the Directors regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.
- 125B. *A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.
- 125C. *Subject to the provisions of Section 173(2) of the Act and Applicable Law, the Directors may participate in meetings of the Board otherwise through physical presence, Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.

126. *The Directors may from time to time elect one of their number to be the Chairman of the Board of Directors and determine the period for which he is to hold office. If at any time; at the meeting of the Board of Directors, if no Chairman is elected or if the Chairman is not present within five minutes of the time appointed for holding the meeting, the Directors present shall choose someone of their number to be the Chairman of such meeting.
127. A meeting of the Directors for the time being at which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.
- 127A. *Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.
128. *The Directors may from time to time delegate any of their powers to Committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any officer or committee of officers , as the Board may determine. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.
129. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.
130. All acts done by any meeting of the Directors or by a Committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director, provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid.
131. *Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to provisions of the Act or Applicable Laws, a resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation provided such resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the member of the Committee, then in India (not being less in number than the quorum fixed for meeting of the Board or Committee, as the case may be) and to all other Directors or members, at their usual address in India and has been approved by such of the Directors as are then in India or by a majority of such of them, as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a Board Meeting.

132. *DELETED

MINUTES

133. *The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.

133A. *Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.

133B. In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.

133C. *The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

133D. *Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.

133E. *Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.

133F. *All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.

133G. *The minutes shall also contain:

1.1 The names of the Directors present at the meeting; and

1.2 In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.

133H. *The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.

133I. *Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

133J. *Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

Provided that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.

Provided further that the physical inspection shall be done solely by the Director himself and not by his authorised representative or any power of attorney holder or agent.

POWERS OF DIRECTORS

134. Subject to the provision of the Act, the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such act and things, as the Company is authorized 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 this or any other Act or by the Memorandum or Articles of the Company 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 provision contained in that behalf in the Act or any other Act, or in the Memorandum or Articles of the Company, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting.

No regulation made by the Company in General Meeting shall, however, invalidate any prior act of the Board which would have been valid if that regulation had not been made.

134A. *The Board may, subject to Applicable Law, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a “loan” or grant of time for the purpose of sec 180 (1) (d) of the Act and Applicable Law.

135. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power :

- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit and to sell let, exchange or otherwise dispose of absolutely or conditionally any part of the property, privileges and undertakings of the Company upon such terms and conditions and for such consideration as they may think fit.
- (3) *At their discretion to pay for any property, rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) To make, draw, endorse, sign, accept, negotiate and give all cheques, bill of lading, drafts, orders, bills of exchange, Government of India- and other promissory notes and other negotiable instruments required in the business of the Company.
- (5) *To secure the fulfillment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.
- (6) *Subject to any agreement to appoint and at their discretion remove or suspend such agents, managers, secretaries, officers, clerks and servants for permanent, temporary or special service as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (7) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (9) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (10) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (11) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

- (12) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsement cheques, releases, contracts and documents.
- (13) From time to time to provide for the management for the affairs of the Company either in different parts of India or elsewhere in such manner as they think fit and in particular, to establish branch offices and appoint any persons to be the Attorneys or Agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
- (14) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to verify or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed on.
- (16) To give any person employed by the Company, a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (17) From time to time make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- (19) To establish, maintain support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who have served the Company or to the wives, children or dependants of such person or persons, that may appear to the Directors just or proper, whether any such person, his widow, children or dependants have or have not a legal claim upon the Company.
- (20) Before recommending any dividends to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensation; or to create any Provident Fund or Benefit Fund in such or any other manner as the Directors may seem fit,
- (21) To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the company respectively to any such Fund and the accrual, employment, suspension and forfeiture of the benefits of the said Fund and the application and disposal thereof and otherwise in relation to the

working and management of the said Fund as the Directors shall from time to time think fit.

- (22) To delegate all or any of the powers hereby conferred upon them to a Managing Director as they may from time to time think fit.

LOCAL MANAGEMENT

136. The following provision shall have effect:-

- (1) The Directors may from time to time provide for the management of the affairs of the Company outside India (or any special locality in India) in such manner as they shall think fit and the provision contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
- (2) The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company outside India or in any specified locality in India and may appoint any person to be members of such local board or any managers or agents and may fix their remuneration.
- (3) Subject the provisions of the Act and the Rules thereto, the Directors from time to time and at any time may delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorize the members for the time being of any such local Board or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegations may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.
- (4) The Directors may at any time and from time to time, by power of Attorney under Seal, appoint any persons to be the Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local Board established as aforesaid, or in favour of any company or of the Members, Directors, Nominees or Managers of any company or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such Power of Attorney may contain such provisions for the protection or convenience of person dealing with such Attorney as the Directors think fit.
- (5) Any such delegates or Attorney as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.
- (6) DELETED

- (7) The Directors may comply with the requirements of any local law which, in their opinion, it shall, in the interest of the Company, be necessary or expedient to comply with.

MANAGING DIRECTORS

137. *Subject to the provisions of the Act and the Rules thereto, the Company may, from time to time appoint one or more Directors to be the Managing Director or of the Managing Directors or a Whole-Time Director or Whole-Time Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine and the Company may, from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.
138. A Managing Director or a Whole-Time Director shall, if he ceases to hold the office of Director from any cause, **ipso facto** and immediately, cease to be a Managing Director or a Whole-Time Director.
139. *DELETED
140. *Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in the provisions of the Act and the Rules thereto, the Board may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as the Board may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as the Board think fit and the Board may confer such powers, either collaterally with, or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf; and the Board may from time to time revoke, withdraw, alter or vary all or any of such powers. The Managing Director shall not exercise any powers under Section 179 of the Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

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

141. *A. Subject to the provisions of the Act and the Rules thereto,—
- i. A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - ii. The Board may appoint one or more chief executive officers for its multiple businesses;

- iii. A director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer subject to provisions of Section 203 of the Act. The Board may also designate the head of the financial function to the CFO of the Company.
- B. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
- C. Subject to the article above, the powers conferred on the CEO shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- D. The CEO shall not exercise any powers under Section 179 of Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

ALTERNATE DIRECTORS

- 142. *Subject to the provisions of the Act, the Board of Directors of a company may appoint a person, not being a person holding any alternate directorship for any other director in the company, to act as an alternate director for a director (hereinafter called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the Act and Applicable Law. An alternate director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he so returns to India, any provision for the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director, and not to the alternate director.
- 142A. *For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.
- 143. An Alternate Director shall, in the absence of a direction to the contrary, be entitled to receive notice of and to vote at General Meetings of the Company on behalf of the original Director in the same manner as if he had been appointed a general proxy under the provisions of these Articles.
- 144. *DELETED

THE SEAL

- 145. The Directors shall provide for the safe custody of the Seal of the Company and the Seal shall never be used except by the authority of the Directors or a Committee of the

Directors previously given and any two Directors or any one Director and the Secretary or any one Director and such other person as the Board or the Committee of Directors may appoint for the purpose shall sign every Instrument, other than Share Certificates, to which the Seal is affixed. Provided, nevertheless, that any Instrument bearing the Seal of Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of Directors to issue the same.

ANNUAL RETURNS

146. *The Company shall make the requisite Annual Returns in accordance with the provisions of the Act and the Rules thereto.

146A. *CAPITALISATION OF PROFITS

1. The Company in general meeting may, upon the recommendation of the Board, resolve—
 - 1.1 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
 - 1.2 that such sum be accordingly set free for distribution in the manner specified in 1.1 amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
- 2) The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—
 - 2.1 paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - 2.2 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;
 - 2.3 partly in the way specified in Article 2.1 and partly in that specified in Article 2.2;
 - 2.4 A securities premium account and a Capital Redemption Reserve Account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - 2.5 The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
 - 2.6 Whenever such a resolution as aforesaid shall have been passed, the Board shall—
 - 2.6.1 make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

2.6.2 generally do all acts and things required to give effect thereto.

3 The Board shall have power—

3.1 to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

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

3.3 Any agreement made under such authority shall be effective and binding on such members.

DIVIDENDS

147. Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto, the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be applied in payment of a dividend on the Equity Shares of the Company but so that a partly paid-up share shall only entitle the holder with respect thereto to such a proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid up in advance of calls, upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.
148. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.
149. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.
150. *No dividend shall be payable except out of the profits of the Company as provided in the provisions of the Act and the Rules thereto, and no dividend shall carry interest as against the Company.
151. *The Declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
152. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

153. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
154. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call.
155. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debentures stock of any other Company or any one or of such ways.
156. Any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium amount) be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, debentures or debenture stock of Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.
157. *For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value as fixed in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with the provisions of the Act and the Rules thereto and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.
158. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer.
159. The Directors may retain the dividends payable upon shares in respect of which any person is under the Transmission Article entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

160. Any one of several person who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
161. * (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant or by Electronic Clearing system (ECS) sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who, is first named on the' register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant or ECS shall be made payable to the order of the person to whom it is sent.
162. *Any dividend, unclaimed or unpaid shall be dealt with in the manner referred to in the provisions of the Act and the Rules thereto.

162A. **Transfer to reserve*

1.1 The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.

1.2 Such reserve, being free reserve, may also be used to declare dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance with the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

BOOKS AND DOCUMENTS

163. *The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.
164. *Where the Board decides to keep all or any of the Books of Account at any place in India other than the registered office of the Company the Company shall within seven days of

the decision file with the Registrar a notice in writing giving, the full address of that other place.

165. *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. 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.
- 165A. *The Company shall preserve in good order the books of account relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such Books of Account.
- 165B. *Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the preceding Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months are sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's Books of Account are kept as aforesaid.

ACCOUNTS AND BALANCE SHEETS

166. * (1) At every annual general meeting of the Company held in pursuance of the provisions of the Act and the Rules thereto, the Directors shall lay before the Company a Profit and Loss Account and a Balance Sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before the meeting from the time when the last preceding account and balance sheet were made up and submitted or in cases where an extension of time has been granted for holding the meeting under the provisions of the Act and the Rules thereto made up to a date not more than six months and the extension so granted. The period to which the account aforesaid relates is referred to in the Act as a 'financial year' as defined by the Act or such period as may be approved by the Company Law Board or National Company Law Tribunal (whichever be in existence from time to time).
- * (2) The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.
- * (3) Every Balance Sheet and Profit and Loss Account shall be signed on behalf of the Board of Directors by its Managing Agent, Secretaries and Treasurers, Manager or Secretary, if any, and by not less than two Directors of the Company one of whom shall be a Managing Director where there is one, subject to provisions of the Act. The Balance Sheet and Profit and Loss Account shall be approved by the Board of Directors

before they are signed on behalf of the Board in accordance with the provisions of the Act and before they are submitted to the auditor for their report thereon.

- * (4) The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditors' Report (to be prepared in accordance with the provisions of the Act) shall be attached thereto. The said Balance Sheet shall be in the form as set out in the Act, relevant Schedules and Rules thereto.
 - * (5) When only one of the Directors of the Company is for the time being in India, the Balance Sheet and Profit and Loss Account shall be signed by such Director, but in such a case there shall be attached to the Balance Sheet and Profit and Loss Account a statement signed by him explaining the reason for non compliance with the provisions aforesaid.
167. *Every such Balance Sheet shall be accompanied by a Report of the Directors as to the state and condition of the Company's affairs and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend to the members and as to the amount, if any, which they propose to carry to any reserves either in such Balance Sheet or in a subsequent Balance Sheet. The Report of the Board shall deal with the matters referred to in and otherwise comply the provisions of the provisions of the Act and the Rules thereto.

AUDIT

168. *Once at least in every year the Accounts of the company shall be examined and the correctness of the Balance Sheet and Profit and Loss Account ascertained by one or more Auditor or Auditors subject to the provisions of the Applicable Law.
- 168A. *Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.
169. *Subject to the provisions of Section 139 of the Act and Applicable Laws made thereunder, the Statutory Auditors of the Company shall be appointed for a period of five consecutive years, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.
170. The remuneration of the Auditors shall be fixed by the Company in General Meeting or in such manner as the Company in General Meeting may determine except that the remuneration of any Auditors appointed by the Board of Directors to fill any casual vacancy or by the Central Government to fill a vacancy in the circumstances mentioned in the preceding Article may be fixed by the Board or Central Government, as the case may be. For the purposes of this Article, any sums paid by the Company in respect of the Auditors' expenses shall be deemed to be included in the expression "remuneration", subject to the provisions of the Applicable Law.

- (1) *Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company whether kept at the Head Office or elsewhere and shall be entitled to require from the officers of the Company such information and explanation as the Auditor may think necessary for the performance of the duties as Auditor, subject to the provisions of the Applicable Law.
- (2) *The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.
- (3) * DELETED
- (4) *Where the report on the accounts of any branch office audited under the provisions of the Act and the Rules thereto by a person other than the Auditors has been forwarded to them as required by the provisions of the Act and the Rules thereto, the report shall state how they have dealt with the same.

171. *Subject to the provisions of Section 131 of the Act and the Applicable Law made thereunder, the Board may require the preparation of revised financial statement of the Company or a revised Boards' Report in respect of any of the three preceding financial years, if it appears to them that (a) the financial statement of the Company or (b) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.

SERVICE OF DOCUMENTS

172. *A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and Applicable Law made thereunder.
173. *DELETED
174. *A document or notice advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.
175. It shall not be necessary to give notice of General Meetings to any person entitled to a share by transmission unless such person shall have been duly registered as a member of the Company.
176. All notices shall in respect of any registered shares to which persons are jointly entitled be given to whichever of such person is named first in the Register and notice so given shall be sufficient notice to all the holders of such shares.

- 176A. *Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.
177. Where a document is sent by post:-
- (a) service thereof shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the document, provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
 - (b) unless the contrary is proved, such service shall be deemed to have been effected:-
 - (i) in the case of a notice of a meeting, at the expiration of forty-eight hours after the letter containing the same is posted, and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
178. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such share.
179. A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of the insolvent, or by any like description, at the address if any, in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied, by serving the document in any manner in which it might have been served if the death or insolvency had not occurred.
180. The signature to any notice to be given by the Company may be written or printed or.
181. *In the event of a winding-up of the Company, every member to the Company who is not for the time being in the place where the registered office of the company is situated shall be bound, within eight weeks after the passing of an effective resolution to wind-up the Company voluntarily or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some house-holder residing in the place where the registered office of the company is situated upon whom all summons notices, process, orders and judgments in relation to or under the winding-up of the Company may be served, and, in default of such nomination the Liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and service upon any such appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for all purposes and where the Liquidator makes any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in some daily newspaper at the place where the

registered office of the company is situated or by registered letter sent through the post and addressed to such member at his address as mentioned in the register of Members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provision of this Article shall not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulation of the Company.

SECRECY

182. Every Director, Manager, Auditor, Trustee, member of a Committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Director before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provision in these presents contained.
183. Subject to any agreement to the contrary no member or other person shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Directors of the Company for the time being or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate.

WINDING UP

184.
 - (1) *If the Company shall be wound up whether voluntarily or otherwise, the Liquidator may with the sanction of a Special Resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the Liquidators, with the like sanction shall think fit.
 - (1A) *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.
 - (2) *The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

185. *For the purpose of this Article, the following expressions shall have the meanings respectively assigned below:

1.1 “Claims” means all claims for fine, penalty, amount paid in a proceeding for compounding or immunity proceeding, actions, prosecutions, and proceedings, whether civil, criminal or regulatory;

1.2 “Indemnified Person” shall mean any Director, officer or employee of the Company, as determined by the Board, who in bonafide pursuit of duties or functions or of honest and reasonable discharge any functions as a Director, officer or employees, has or suffers any Claims or Losses, or against whom any Claims or Losses are claimed or threatened;

1.3 “Losses” means any losses, damages, cost and expense, penalties, liabilities, compensation or other awards, or any settlement thereof, or the monetary equivalent of a non-monetary suffering, arising in connection with any Claim;

186. *1.1 Where Board determines that any Director, officer or employee of the Company should be an Indemnified Person herein, the Company shall, to the fullest extent and without prejudice to any other indemnity to which the Indemnified Person may otherwise be entitled, protect, indemnify and hold the Indemnified Person harmless in respect of all Claims and Losses, arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Indemnified Person’s powers, duties or responsibilities as a Director or officer of the Company or of any of its subsidiaries, together with all reasonable costs and expenses (including legal and professional fees).

1.2 The Company shall further indemnify the Indemnified Person and hold him harmless on an ‘as incurred’ basis against all legal and other costs, charges and expenses reasonably incurred in defending Claims including, without limitation, Claims brought by, or at the request of, the Company and any investigation into the affairs of the Company by any judicial, governmental, regulatory or other body.

1.3 The indemnity herein shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification against:

1.3.1 Any liability incurred by the Indemnified Person to the Company due to breach of trust, breach of any statutory or contractual duty, fraud or personal offence of the Indemnified Person;

1.3.2 Any liability arising due to any benefit wrongly availed by the Indemnified Person;

1.3.3 Any liability on account of any wrongful information or misrepresentation done by the Indemnified Person

1.4 The Indemnified Person shall continue to be indemnified under the terms of the indemnities in this Deed notwithstanding that he may have ceased to be a Director or officer of the Company or of any of its subsidiaries.

187. *BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

Every Member and other Security holder will use rights of such Member/ security holder as conferred by Applicable Law or these Articles bonafide, in best interest of the Company or for protection of any of the proprietary interest of such Member/security holder, and not for extraneous, vexatious or frivolous purposes. The Board shall have the right to take appropriate measures, and in case of persistent abuse of powers, expulsion of such Member or other Security holder, in case any Member/Security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each subscriber	Names, Addresses and Descriptions of Witnesses.
1) B. C. Dent, 22, Strand Road Calcutta. Merchant.	One	
2) A. A. Leslie 6, Hastings Street Calcutta. Solicitor.	One	
Total shares taken..	Two	

DATED the 2nd day of April, 1947.

IN THE HIGH COURT OF KARNATAKA AT BANGALORE

Dated this the 26th day of March, 1993

Before:

THE HON'BLE MR. JUSTICE S.A. HAKEEM

COMPANY PETITION NO. 146 OF 1992

Karson Paints Limited, a Company incorporated
under the Companies Act, 1956 and
having its registered office
at 66B, Bommasandra Industrial Area,
Bommasandra, Anekal Taluk
Hosur Road, Bangalore-562158

.. Petitioner

(M/s Jayaram & Jayaram, Advocates
for petitioner;
Sri S. M. Chandrashekhar, Advocate,
For Official Liquidator;
Sri Mukunda Menon, Central Government
Standing Counsel for the Company Board)

Company Petition is filed praying to order that the scheme of Amalgamation mentioned in paragraph 1 of the petition being Annexure 'A' be sanctioned to be binding with effect from 1-7-1992 on Karson Paints Limited and Coates of India Limited and their shareholders and all concerned etc., etc.

This Petition coming on for order this day, the Court made the following :-

ORDER

In this petition under Sections 391(2) and 394 of the Companies Act, 1956, the petitioner has sought for sanctioning the scheme of its amalgamation with Coates of India Limited (transferee Company)

2. Sri Mukunda Menon, learned Standing Counsel for the Central Government, who was directed to verify if the Department of Company Affairs has any objection, states that the Department neither proposes to support or oppose the amalgamation Scheme as proposed herein. Hence, it is taken that it has no objection. The Official Liquidator has filed a report expressing his agreement with the views expressed by the Chartered Accountants, inter alia, to the effect that the affairs of the transferor Company have not been conducted in a manner prejudicial to the interest of its Members or to the public interest. This view is based upon the scrutiny of the accounts for two years preceding the date of presentation of the petition of the Transferor Company.
3. Sri Jayaram, learned Counsel for the petitioner, has brought to my notice that the High Court of Calcutta, by its order dated 15-1-1993, has allowed the application

of the transferee Company, viz., Coates of India Limited approving the very same amalgamation scheme with the petitioner Company. As such, I am satisfied that there is no impediment for approving the amalgamation scheme as prayed for. Hence, the petition is allowed as prayed for. The Office is directed to draw up the decree in accordance with Form Nos. 41 and 42 of the Company Court Rules, 1959. The petitioner shall comply with all the statutory requirements as provided in the Rules.

**IN THE HIGH COURT OF KARNATAKA AT BANGALORE
(ORIGINAL JURISDICTION)
IN THE MATTER OF COMPANIES ACT, 1956
AND
In the matter of the Scheme of Amalgamation of
M/s. Karson Paints Limited with M/s. COATES OF INDIA LIMITED
Co. P. No. 146/1992
c/w
Co. A. No. 1122/1992**

Karson Paints Limited
A Company incorporated
under the Companies Act, 1956 and
having its registered office
at 66B, Bommasandra Industrial Area,
Bommasandra, Anekal Taluk
Hosur Road, Bangalore-562158

Petitioner

BEFORE THE HON'BLE MR. JUSTICE S.A. HAKEEM

Dated 26th day of March, 1993

ORDER OF PETITION

The above petition coming on for hearing on 26-3-1993, upon reading the said petition, the Order dated 7-8-1992 whereby the Company M/s. Karson Paints Limited was ordered to convene a meeting of the shareholders of the applicant Company for the purpose of considering and if thought fit, approving, with or without modification, the scheme of Amalgamation proposed to be made between the applicant Company and M/s. Coates of India Limited and annexed to the affidavit of Sambamurti Venkataraman, Director of M/s. Karson Paints Limited filed the 8th/12th day of October, 1992, (vide order dt. 7-8-92 publication of the notice in the newspaper is dispensed with) the report of the Chairman of the said meeting dt. 24th/25th day of September, 1992 as to the result of the said meeting and it appearing from the report that the proposed Scheme of Amalgamation has been approved by the meeting without any modification.

This Court doth hereby sanction the Scheme of Amalgamation setforth in para 4 of the petition and in the Schedule I hereto and doth hereby declare the same to be binding on the shareholders of the petitioner company and also on the said Company.

THIS COURT DOTH ORDER

- 1) That all the property, rights and powers of the transferor Company specified in the first, second and third part of the Schedule-II hereto and all other property, rights and powers of the transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the transferee company for all the estate and interest of the Transferor Company, therein but subject nevertheless to all charges now affecting the same; and
- 2) That all the liabilities and duties of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to Sec. 394 (2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee Company and
- 3) That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
- 4) That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by the Scheme of Amalgamation, the shares in the Transferee Company to which they are entitled under the said scheme of Amalgamation; and
- 5) That the Transferor Company do within 14 days after the date of this Order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Company shall be dissolved; and
- 6) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE – I
SCHEME OF AMALGAMATION
OF KARSON PAINTS LIMITED
WITH
COATES OF INDIA LIMITED

PART – I

DEFINITIONS:

For the purpose of this scheme:

1. “The Transferor Company” means Karson Paints Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 66B, Bommasandra Industrial Area, Bommasandra, Anekal Taluk, Hosur Road, Bangalore-562158, in the State of Karnataka.
2. “The Transferee Company” means Coates of India Limited, an existing Company within the meaning of the Companies Act, 1956 and having its Registered Office at Transport Depot Road, Calcutta-700 088, in the State of West Bengal.
3. “Effective Date” means the 1st day of July, 1992.
4. “Undertaking of the Transferor Company” means and includes:
 - (i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation and,
 - (ii) Without prejudice to the generality of the forgoing clause, the said undertaking shall include all rights, powers, interest, authorities, privileges, liberties and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, building, machinery, vehicles, office equipments, inventories, sundry debtors, cash and bank balances, loans and advances, lease, tenancy and agency rights and all other interests and rights in or arising out of such property with all licenses, trade marks, import entitlement and other quotas, if any, held, applied for or as may be obtained hereafter 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.

WHEREAS:

1. The Transferor Company is engaged in the business of manufacture of Industrial Coatings at its factory situated at Bangalore. The Transferor Company converts raw materials for the Transferee Company and is a wholly owned subsidiary of the Transferee Company.

2. The Transferee Company is engaged in the business of manufacture of printing inks and synthetic resins at its factories at Calcutta, Bombay, Madras, Delhi and Noida. The Transferee Company is considering diversification into manufacture of industrial adhesives for which the infrastructure of the Transferor Company can be effectively utilised.
3. For the purpose of better, efficient and economical management, control, running, expansion and growth of the businesses of the undertakings concerned and/or administrative convenience and to obtain advantages of economies of scale and to enable diversification and expansion of the businesses of the Transferor Company and the Transferee Company by profitable utilisation of combined resources, the present Scheme is proposed to amalgamate the Transferor Company with the Transferee Company.

PART – II

1. With effect from the Effective Date, the undertaking of the Transferor Company shall without further act or deed be transferred to and be vested or deemed to be transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Companies Act, 1956 (hereinafter called “the Act”) subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called “the 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 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.
3. The transfer and vesting of properties and liabilities under Clause I hereof and the continuance of the proceedings by or against the Transferee Company under Clause 2 hereof shall not affect any transaction or proceeding already concluded by or on behalf of the Transferor Company on and after the Effective 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.
4. Subject to the 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.
5. Upon the Scheme being sanctioned by the Hon’ble High Court at Calcutta and Bangalore and transfer taking place as stipulated under Clause I thereof:-

- a) All the Shares held by the Transferee Company in the Transferor Company, being the entire paid up Share Capital of the Transferor Company shall stand cancelled.
 - b) All the employees of the Transferor Company shall become the employees of the Transferee Company without interruption in service and on terms no less favourable to them than those then applicable to them.
 - c) Subject to an order being made by the Court, the Transferor Company shall be dissolved without winding up.
6. All the assets and liabilities of the Transferor Company shall be taken over the respective book values thereof as appearing in the books of the Transferor Company provided that in respect of depreciable fixed assets of the Transferor Company so taken over, the cost to the Transferee Company shall, for the purposes of Income Tax Act, 1961, be the actual cost thereof to the Transferor Company less all depreciation actually allowed to the Transferor Company in its Income-tax assessments, not being depreciation allowance remaining unabsorbed in the hands of the Transferor Company.

PART – III

1. The Transferor Company and the Transferee Company shall make necessary application to the Hon'ble High Courts at Calcutta and Bangalore for obtaining the Court's sanction of this Scheme and for the consequent dissolution without winding up of the Transferor Company.
2. Until the Scheme is sanctioned and transfers effected as aforesaid, the Transferor Company shall carry on its business in usual course and shall be deemed to be carrying on the said business for and behalf of and in trust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of an incidental to this Scheme of Amalgamation.

SCHEDULE II

PART – I

Short description of the Freehold property of the Transferor Company.

NIL

PART – II

Short description of the leasehold property of the Transferor Company.

All that piece and parcel of land – known as Plot No. (5) 66B in S. No. 260, 261, 307 and 308 in the Industrial Area within the village limits of Bommasandra, Hobli, Anekal Taluk, Anekal District Bangalore containing by and measurement 8028 sq. meters of thereabouts and bounded as follows that is to say

On or towards the North by Plot No. 67

On or towards the South by Plot No. 66A,

On or towards the East by Road No. 3

On or towards the West by Private Lands

And all the rights title and interest of Karson Paints Limited under the agreement dated the 13th October, 1982 entered into between the Karnataka Industrial Area Development Board and Karson Paints Limited then a Private Company known as Karson Paints Private Limited.

2. Single room Housing Tenament bearing No. 1BI J in Bommasandra Industrial Housing Colony at B1 Area allotted the Karnataka Industrial Area Development Board under File No. IADB/ H 39 and all the rights, title and interest of Karson Paints Limited thereon.
3. Two rooms housing Tenaments bearing No. O Block1, 2, 5 and 6 at Bommasandra Industrial Area allotted by the Karnataka Industrial Area Development Board vide Allotment Letter No. IADB/11-39/9235/92-92 dated 5-10/16-10-91 and all the rights, title and interest of Karson Paints Limited under the said Allotment Letter.

PART – III

Short description of stocks, shares, debentures and other choses in action of the Transferor Company.

NIL

Dated this 7th day of April, 1993.

(By the Court)

Asst. Registrar