

**THE COMPANIES ACTS, 2013  
(COMPANY LIMITED BY SHARES)**

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF**

**Himadri Speciality Chemical Ltd**

**FORMERLY KNOWN AS  
(HIMADRI CHEMICALS AND INDUSTRIES LIMITED)**



सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): L27106WB1987PLC042756

I hereby certify that the name of the company has been changed from HIMADRI CHEMICALS & INDUSTRIES LTD to HIMADRI SPECIALITY CHEMICAL LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name HIMADRI CASTINGS PRIVATE LIMITED.

Given under my hand at Kolkata this Twenty seventh day of July two thousand sixteen.



**BIBEKANANDA MOHANTY**  
Deputy Registrar of Companies  
Registrar of Companies

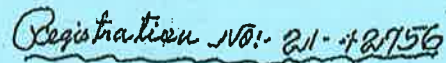
RoC - Kolkata

Mailing Address as per record available in Registrar of Companies office:

**HIMADRI SPECIALITY CHEMICAL LIMITED**

23A, Netaji Subhas Road, 8th Floor, Suite No. 15, Kolkata, Kolkata, West Bengal, India, 700001





"प्रतिनिधी के दफिस्ट्राइर के कार्यालय में" ... ..  
 [ कार्यालयी प्रतिनिधित्व, 1956 ( 1956 ) ]  
 In the Office of the Registrar of Companies... ..  
 [ Under the Companies Act, 1956 ( 1 of 1956 ) ]

IN THE MATTER OF Shimadzu Chemicals & Industries Private Ltd.  
201, N. S. Road, R. V. S. Calcutta 7.

... मैं दूसरा प्रमाण करता हूँ कि ... परिचीति निम्नानुसार मूलतः १९ ...  
... दिन हम ... अधिनियम के अन्तर्गत और ... परिचीति  
नाम द्वारा किया गया था क्योंकि अधिनियम १९६६ की धारा २१(२) (क) २२(१) के निर्णयों के अनुसार आदेश  
हस्ताक्षरित कर चुकी है और सभी आवश्यक शर्तों को पूर्णतः अनुसरण करने वाले विभाग द्वारा प्राप्त कर दी गई है।  
*I hereby certify that...*  
day of ... July ... १९८४ ... under the Companies Act, and under the name of *Haryana Castings*  
*Private Limited* having duly passed the necessary resolution in terms of section 21(2)(a) &  
22(1)(b) of Companies Act, 1966, and the approval of the Central Government signified in writing  
having been accorded thereto in the Department of Company Affairs. Sp. circulation number २७-१०-९१

संशोधित निकाय के तारीख ... १९८४ ... के पत्र ... द्वारा प्राप्त की  
गयी व यह कंपनी का नाम हम दिनांक ... पर परिचीति में दर्ज कर दिया गया है और यह  
प्रमाण व एक अधिनियम की धारा २३ (१) के अनुसार भी जारी किया जाता है।

Regional Director, ... letter No. ... dated ... 19...  
the name of the said company is this day changed to Hemadri Chemicals & Industries Limited  
Limited and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at Cape Town 27th this day of November 1921  
(One thousand nine hundred and Twenty One ...).

(B.K. Rao)  
Registrar of Companies

\* વહી વર જાવર્મી કા ૫૬ નામ લિલિલ જો કિ તારીલી તે પૂર્વ થા ।

\*Here give the name of the Company as existing prior to the change.

Here give the name of the Company at existing prior to the change.

ଏକ ସମସ୍ୟା କିଏ?

J. S. G.-7









प्रारूप ०, प्राई० धार०  
Form I. R.

निगमन का प्रमाण-पत्र  
CERTIFICATE OF INCORPORATION

ता०.....का सं०.....  
No. 42,756 of 1987

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी  
परिमित है।

I hereby certify that Himadri Castings  
Private Limited

is this day incorporated under the Companies Act 1956 (No. 1 of 1956)  
and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....की दिया गया।

Given under my hand at Calcutta this Twenty Eight

day of July One thousand nine hundred and Eighty Seven



K. S. Shrivastava  
Registrar of Companies.

जे० एत० सी-1  
J. S. C-1  
S.T.C.-86

**THE COMPANIES ACT, 2013**

**PUBLIC COMPANY LIMITED BY SHARES**

**Memorandum of Association  
OF  
HIMADRI SPECIALITY CHEMICAL LTD\*\***

- I. The name of the Company is HIMADRI SPECIALITY CHEMICAL LTD.\*\***
- II. The Registered Office of the Company will be situated in the State of West Bengal.**
- III. The objects for which the Company is incorporated.**
  - (A) The Main objects to be pursued by the Company on its Incorporation are:**
  - 1.\* To carry on the business of Manufacturers and processors of dealers in, exporters and importers of all grades, types, qualities, shapes, categories and description of alloy, tool and special steels, including alloy constructional steel in carbon, manganese, nickel, chromium, nickel-chromium (NiCr), nickel-chromium molybdenum (Nicrob), chromium molybdenum corrosion resisting steels, stainless and heat resisting steels, free cutting steels, silicon manganese steels, spring steels, carbon and alloy tool and die steels, high speed steels, cold and hot working steels, armour steels, magnet steels, electrical steels, hot rolled and cold rolled grunion oriented electrical steels, all types of alloying materials required for manufacture of alloy, tool and special steels such as Ferro-silicon, Ferro-manganese, Ferro-vanadium, Ferro molybdenum, Ferro-tungsten, Ferrochrome, silicon-manganese, Ferro-vanadium, Ferromolybdenum, Ferro-tungsten, ferrochrome, silicon-manganese, silicon-calcium, nickel, copper, cobalt aluminum, baronatanium niobium, pig iron, cast iron, scrap iron, wrought iron, mild steel castings and steel forgings in all the categories of steel described herein above, all types of refractory bricks and materials coke tar, and tar byproducts, ferrous and non-ferrous metals and products thereof, Ingots, Slabs, billets, sheets, sections angles, wires strips flats, rounds and as processor of metal, ferrous and non-ferrous, Into castings, forgings, rolling, re-rolling, galvanizing, drawing, extruding Including of finished or semi-finished goods. Agricultural equipments, Automobile parts, Machine tools, other hand tools, jigs, fixtures, tine blades, tubes, pipes and to act as metal workers machines, iron & steel worker, smiths, metallurgists & buyers and sellers of all items mentioned above and Hard wares and allied products.**

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\*Amended by passing special resolution at the extra ordinary general meeting held on 24th October 1991 and confirmed by the Company Law Board- Eastern Region Bench vide Order dated 28th April 1992.

\*\* The name of the company has been changed from Himadri Chemicals & Industries Ltd to Himadri Speciality Chemical Ltd pursuant to Special Resolution by shareholders through Postal Ballot on 14th July 2016



2. To carry on the business of iron foundries, Civil and mechanical engineers, consulting engineers, project engineers, technical consultants, and manufacturers of agricultural, industrial, and other machinery, and tool bits, machine tool-makers, brass foundries metal workers, boiler-maker, makers of locomotive and engines of every description, mill-Wright, machinists, iron and steel converters, smiths, woodworkers, builders, painters, chemists, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers carriers and to buy, sale, design, specify, manufacture, fabricate, export, repair convert, alter, let on hire and deal in machinery, implements, plants tool, tackles, instruments, rolling stock and hardware of all kinds, general fittings, accessories and appliances of all descriptions made from metal, alloy, glass or any other materials and any parts of such accessories or fittings and generally to carry on business as merchants, importers and exporters and to transact and carry on all kinds of agency business of the aforesaid products.
3. To carry on the business as dealers, owners promoters, underwriters, developers, consultants, advisers, brokers, agents, lessors contractors, investors, financiers, guarantors and nominators in any real or personal state including lands, mines, business, building, factories, mill, houses, cottages, shops, depots, warehouses, multistoried complexes, flats, roof rights, nomination rights, machinery, plant, stock-in-trade, mineral rights, concessions. Privileges, licenses, easement or interest in or with respect to any property for which purpose to acquire and purchase, take on lease tenancy or in exchange, hire or by other means obtained ownership and/or options over any freehold or other property for the said estate or interest thereof any rights, privileges or easements over or in respect of any property, land or any building and to turn into account, develop the same and dispose of or maintain the same and to build township, markets or other buildings or convenience thereon and to equip and maintain the same or any part thereof with all or any amenities or conveniences, drainage facility, electric, air-conditioning telegraphic, telephonic, television installations and to provide for the conveniences commonly provided in flats, suites and residential and business quarters, and to deal with the same in any manner whatsoever, and to build, take on lease and/or rent, purchase or acquire in any manner whatsoever and departments houses, flats, room, floors, huts, shops, roof rights or other accommodation and to let, lease out, assign nominate or dispose of the same on installment basis, hire purchase basis or by outright sale whether by private treaty or by auction in or any other mode of disposition all or any integral part thereof and for the purpose to lend or advance money with or without security and to arrange, negotiate or guarantee loan and to lend money to and guarantee the performance of contracts and obligations by any person or company and to the payment of interest thereon.
4. To carry on the business of rendering services and development of software packages for Industrial, Commercial, Public Utility, Entertainment, Personal, Domestic, Training, Education, Medical, Defense and all other purpose and to establish and run Data Processing Centers, Computers, Hardware and Software Centre, Multimedia, Computer-graphic, Architectural designs, CAD/CAM and Geographical information System Centre, E-commerce centers, website design, cyber network and all such activities relating to Information Technology (IT) that are normally offered by such centre to commercial, industrial, business, public utilities, advertisements, artistic, cultural, medical and other types to end users in India or any part of the world and to act as producers, assemblers, repairs, maintenance agents, Importers, Exporters, Trades, Buyers, Sellers, Commission Agents, Stockiest, Hirers, Designers, Royalty holders, Contractors for design, services, Public Distribution and dealers in all types of software, Hardware, Computer Products and allied accessories and services connected therewith including website designing information technology having development of Software packages and programmes.



(4A) \*To promote, generate, acquire by purchase in bulk, develop, distribute and accumulate Power by wind, solar, hydro, thermal atomic, gas, ocean energy geo thermal or any other form of energy both conventional and non-conventional, and to produce, transmit, distribute, sell and supply power for captive consumption and / or for other uses and to own, acquire and operate coal mines in India or abroad and to construct, establish and setting of power stations and power projects.

(4B) \*To start forward and backward integration projects for manufacturing any kind of by-Products based on Coal tar and distillation including Naphthalene, battery cell, carbon black and all types of advanced carbon materials.

(B) The objects incidental or ancillary to the attainment of the above main objects are:

- (i) To advance, or lend money securities and property (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) to or with such persons, or body corporate as the Company thinks fit and in particular to customers and others having dealings with Company and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities of documents and to guarantee the performance of any contract by any person.
- (ii) In connection with the business of the Company to purchase or otherwise acquire to sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose of and deal in real and personal property and rights of all kinds and in particular lands, buildings and hereditaments, business concerns, and undertaking, debentures, stock, mortgages, debentures, produce, concession, options, contracts, patents, annuities, licenses, stock, shares, securities, bonds, policies, book-debts, and claims, privileges and chosen in action of all kinds, including any interest in real or personal property and any claims against such property or against any person or Company and to carry on any business, concern or undertaking so acquired.
- (iii) Subject to the provisions of the Act, and direction by R.B.I. to receive money, securities, valuables, of all kinds on loan or deposit (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) and to borrow or raise money in such manner as the Company shall think fit and in particular by issue of debentures or debenture-stocks (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage, charge or lien upon all or any of the Company property (both present and future), including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any other person or body corporate of any obligation under taken by the Company or any other person or Company, as the case may be.
- (iv) To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To acquire from time to time and to manufacture and deal in all such stock-in-trade and machinery, goods, chattels, and effects as may be necessary or convenient for any business for the time being carried on by the Company.

\* Inserted by passing special resolution through postal ballot on 22-09-2006 in terms of Section 192A read with Companies (Passing of the Resolution by postal Ballot) Rules 2001.



(4)

- (vi) To invest and deal with any surplus money of the Company in such investments as the Company may deem fit and to hold, sell or otherwise deal with such investments.
- (vii) To lend and advance money, either with or without security and give credit to such persons on such terms and conditions as the Company may think fit but not amounting to any banking business.
- (viii) To undertake financial and commercial obligations, transactions and operations of all kinds in connections with the business of the Company.
- (ix) To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured of or dividends or interest or any stock, shares or securities of any company, corporation, firm or person as the Company may think fit.
- (x) To subscribe for purchase or otherwise acquire and sell, dispose of, exchange, hold and deal in shares, stocks, bonds, debentures, debenture stocks, public securities issue by any authority, central, state, municipal, local or otherwise.
- (xi) To communicate with Chamber of Commerce and other mercantile and public bodies throughout the world and concert and promote measures for the protection of the trade industry and persons engaged therein.
- (xii) To subscribe to, become a member of subsidies and co-operate with any other association, whether incorporated or not, whose objects are all together or in part similar to those of the Company, and to procure from and communicate to any such association, such information as may be likely to forward the objects of the Company.
- (xiii) To improve, manage develop, grant rights, or privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- (xiv) To vest any real or personal rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company with or without any declared trust in favour of the Company.
- (xv) To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
- (xvi) To apply for, purchase or otherwise, protect and renew in any part of the world patents, licenses, concessions, patent rights trade marks, designs and the like, conferring any exclusive or non-exclusive or limit right to their use, any secret or other information regarding any invention or research which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop or grant license in respect thereof or otherwise turn to account the rights or information so acquired and to expand money in experimenting upon testing or improving any such patents, rights or inventions.
- (xvii) To acquire and undertake the whole or any part of the business, property or liabilities of any person firm or body corporate, carrying on or proposing to carry on any business which the Company is authorized to carry in, or having property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (xviii) To enter into any arrangements with any Government or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply to procure and obtain any Act of parliament privilege, concessions, licenses, of authorization of the Government or any other authority local or otherwise for enabling the Company to carry any of its object into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, license or authorization and to carry out and implement the provisions of the Foreign Exchange Regulation Act, 1973.



- (xix) To pay for any right or property acquire by the Company and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (xx) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person, firm or body corporate whether in India or outside 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, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and further to enter into any arrangement or contract with any person, association or body corporate whether in India or outside for such other purposes that may seem calculated beneficial and conducive to the objects of the Company.
- (xxi) To establish, promote, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of underwrite subscribe for or otherwise acquire all or any part of the share, debentures or other securities of any such other company or companies.
- (xxii) To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of Company or any land, business, property, rights or assets of any kind of the Company or any shares of interest therein respectively in such manner and for such consideration s the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects all together or in part similar to those of the Company.
- (xxiii) To establish and equip laboratories and carry on analytical, experimental and other work or undertaking any research in relation to the general object of the Company.
- (xxiv) To pay any premiums or salaries and to pay for any property, right or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation or the business of the Company or for service rendered or to be rendered by any person firm or body corporate in connection with the business of the Company.
- (xxv) To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (xxvi) To adopt such means of making known the products, business and interest of the Company as it may seem expedient and in particular by advertising in the press, radio, Television and cinema, by circulars, by purchase, construction and exhibitions of works of art or general interest, by publication of books and periodicals and by granting prizes, rewards and donations not amounting to political contribution.
- (xxvii) To procure the Company to be registered or recognized in any part of the world, outside the Union of India.
- (xxviii) To take into consideration and to approve and confirm and/or carry out all acts, deeds or thing that may be done or entered in to with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement agreement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
- (xxix) To aid pecuniary or otherwise any association body or movement having of its object the solution, settlement or summoning or industrial or labour problems or the promotion of industry or trade.



- (xxx) To subscribe or donate to or guarantee money for any national, philanthropic, charitable, benevolent, public, general or useful object, fund or organization association or institution or for any exhibition or for any purpose which may be likely, directly or indirectly to further the object of the Company or the interest of its members not amounting to any political contribution.
- (xxxi) To make donations to such persons but not to a political party and in such cases and either of cash or other assets as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (xxxii) To undertake and execute any trust either gratuitously or otherwise for the purpose of the business of the Company.
- (xxxiii) In the event of winding up to distribute all or any of the property of the Company amongst the members in specie or kind or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (xxxiv) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of or the up-liftment of the public in any rural area and incur any expenditure on any program of rural development and to assist execution and promotion thereof directly through an independent agency or in any other manner, Without prejudice to the generality of the foregoing programme of rural development, shall also include any programme for promoting the social and economic, welfare of or the public in any rural area which the Board of Directors of the Company (the Board) consider it likely to promote and assist rural development, and that the words 'rural area' shall include such areas as may be regarded as rural area under Section 35CC of the Income Tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded by the Board as rural areas and the Board may at its discretion in order to implement any of the above mentioned objects or purposes, transfer without consideration, or at such fair or concession value as the Board may think fit and divest the ownership of any property of the Company to or in favour of public or local body or authority or Central or State Government or any public institutions or trusts or funds as the Board may approve.
- (xxxv) To undertake carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Board of Directors of the Company (the Board) may consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Board consider likely to promote national welfare or social, economic or moral up-liftment of the public or section of the public and in such manner and by such means as the Board may think fit and the Board may without prejudice to the generality of the foregoing undertakes, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, etc. for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, fund, trust etc, having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner as the Board may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concession value as the Board may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institution or trusts or funds as the Board may approve.
- (xxxvi) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise by or through trustees, attorney, agents or otherwise and either along or in conjunction with others and to establish offices agencies or branches for carrying any of the aforesaid objects in India or elsewhere in the world and undertake the management of any company or companies having objects altogether or in part similar to those of the Company.



- (xxxvii) To do all such other things as may deemed incidental or conducive to the attainment of the above objects or any of them.
- (xxxviii) To acquire any such shares, stocks, debentures, debenture-stock, bonds, obligations or securities, by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (xxxix) To carry and otherwise dispose of exchange, transfer or alienate any of the Company's investments an those mentioned in clause (xxxviii) of this incidental objects.

**C. The other objects for which Company is established are:**

1. To carry on business as manufactures, formulators, processors producers, growers, fermentators, distillers, refiners makes, importers, exporters, buyers, sellers, suppliers, stockiest, agents, merchants, distributors and concessionaries of, and dealers in, acids, alkalies, salts, inorganic and organic compounds, solvents, compressed coal gases, chemicals, petrochemicals, plastics, surface coating, adhesives, fertilizers, pesticides, rubbers, cement, cryogenics, food additives, dyes and inks intermediates, cosmetics and detergents, and soaps, sanitary, chemicals, propellants, explosives, pharmaceuticals, glass and ceramics, man made fibers, sugars and starches, fine chemicals, propellants, explosives, pharmaceuticals, glass and ceramics, man made fibers, sugars and starches, m fine chemicals photographic chemicals, water purification salt and chemicals pigments, vegetable tanning and extracts, petroleum products, fuel and industrial gases and all inorganic and organic chemicals and compounds of any kind character and property which has been developed or known or which may be developed or invented in future as a result as a result of any research done or studies made in any part of the world and which may be produced, manufactures or formulated by any of the chemical processes, reactions, or unit operation such as alkylation's, lamination by reduction, ammonolysis, aromatization, calcinations, carboxylation, cauterization, combustion, condensation, concentration, dehydration, diazotization, double decomposition electrolysis, etherification, fermentation, frisdell crafts filtration, halogenations, hydroformylation and synthesis of hydro carbons, hydrogenation, hydration and hydrolysis, isomerization, neurization, nitration, oxidation, polymerization, pyrolysis or cracking reduction, silicate formation, sulfonation, saponification, alkali fusion or by any other chemical concersion, electrical conversion physical operation or manipulation of either any raw material from mines, forest, sea, air, farm, oil, brine gas wells, and animal substances or any products, by-products and residual substances fro any chemical process and conversion into any marketable products, consumer goods entered directly into the economy life or as intermediates or chemicals for the manufacture of consumer items or as raw materials for further fabrication in other industries.
2. To buy, import, export sell and generally deal either on cash, deferred payment installments or hire purchase basis in all plant and machinery, implements, accessories, tools materials, substances, goods or things of any description including power tillers, sprayers, dusters, mist blowers, and all types of modern agricultural implements fertilizers and all types of plant foods, pesticides, insecticides, fungicides, and all types of plant protection chemicals, deep freeze equipment and fishing boats and trawlers, fishing nets, gadgets, cold storages and all types of equipment required for forestry, animal husbandry poultry, farming pisciculture, sericulture, agricultural equipment for processing and preserving forest product, agricultural produce and all other food materials including materials of animal, origin, fuel oils; lubricants and such other article allied to the above.



3. To carry on, either in connection with other business or as distinctly separate business, the business or business of builders, contractors for public works, manufacturers of and dealers and workers in asbestos, cement, lien clay gravel, sand minerals, earth, coke, fuel, artificial stone bricks, tiles and builders, requisites and conveniences of all kinds, and of engineers, founders, smiths manufacturers of concrete, concrete products, plasters, and whiting, machinists, ship, barge, lighter and truck owners, quarry owners road and sewer contractors, carriers, auctioneers, house, and estate agents, surveyors and architects, and to carry on any joinery works, steel casement works, or any other works of or factories in connection with any of the said businesses.
4. To carry on the business of manufacturers of dealers, in, hirers, repairers, cleaners, sorters and warehouses of automobiles, motor cars, lorries and vans, motor-cycles, cycle cars motors, scooters, carriages, amphibious vehicles suitable for propulsion on land, sea, or in the air or in any combination there of and vehicles of all descriptions (all hereinafter comprised in the term "motors and other thins") wherether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other components, parts and accessories and all machinery, implements, utensils, appliances, apparatuses lubricants, cements, solutions, enamels and all things capable of being used for, in or in connection with manufacture, maintenance and working of motors and other things or in the construction of any track or surface adapted for the used thereof.
5. To carry on the business as importers, exporters, manufacturers of, and dealers, in, all types of storage batteries, dry or otherwise, for all kinds of uses and battery plates, cells, battery components and for the purpose to install, purchase, import or otherwise acquire plant, machinery and related equipment.
6. To construct, produce, prepare, manufacture, purchase, sell, import, export and generally to deal in all types of raw materials required for the manufacture, preparation and production of all types of tyres and semi-tyres for any type of vehicle, including natural, synthetic and reclaimed rubber, their derivatives and substitutes rubber latex, synthetic resins and plastics, carbon black, accelerators, bead wire, textiles and canvas, cotton fabric, rayon tire cord and rayon fabric, nylon filament, nylon yarn, nylon tyre cord and nylon fabric, conveyor belts, transmission belts industrial V belts, houses, foam rubber and rubber shoes.
7. To carry on business as manufacturers of and dealers, in all kinds of proprietary products, hair, skin, nail and other beauty preparations, deodorants, aerosol and pump-spray products, baby products, petroleum and mineral oil products, chemical acids and alkalis, all kinds of perfumery and other compound, preparations, materials and products, bath products, care products, cotton swabs, family planning appliances, hair dyes, pigments, varnished, essential oils detergents, insecticides, oil oleaginous, vaporaceous, saponaceous substances, beauty specialties, preparation, aids and accessories of every description whether medicated antiseptic or not unguents, ingredients or accessories thereof and other materials or things capable of being used in connection with such manner, facto or business.
8. To carry on business as manufacturers, buyers sellers, importers, exporters and agents for all kinds of electric lamps, including fluorescent lamps of all kinds, incandescent lamps of all types, including vacuum and gas filled lamps, general lighting service lamps, high wattage lamps, photoflood lamps, automobile and vehicle lamps, trains lamps, locomotive headlight lamps miniature lamps, telephone dial lamps, projector lamps, tungsten halogen lamps or various kinds as well gas discharge lamps including mercury vapor lamps, sodium vapor lamps, metal halide lamps, flash bulbs, neon lamps and tubes.



9. To manufacture, buy, sell export, import deal in, assemble, fit repair, convert, overhaul, alter, maintain and improve all types of electronic components, devices, equipments and appliances, equipments such as television and wireless apparatus including radio receive and transmitters, tape recorders, broadcast relay and reception equipments, phonographs and other equipments used in and or for audio and visual communications, apparatus and equipment including those using electromagnetic waves intended for radio-telegraphic or radio-telephonic communication photocopiers, electronic lighting controls, continuous fan/ motor speed controls, continuous flashers and fire alarm system, digital and other electronic clock, time relays, punch card machines, electromechanical pneumatic controls, computers and automatic calculators, X-ray machines and tubes, surgical medical and other appliances intended for electro and other therapy treatment in all types of types, magnetic and otherwise photographic film, projectors and cameras, and capacitors, wires, cables of all types and kinds, copper conductors, aluminum conductors or other conductors resistance, condensers, semi-conductors, transistors, rectifiers, integrated and hybrid circuits relays, potentiometers connectors, printed circuits, coils, chokes, transformers, switches, volume controls plugs, sockets aerial gears, diodes and allied items intended for and used in electronic devices, and in air conditioners, refrigerators, washing machines, heaters and cooking ranges and other types of domestic appliances and any type of equipment used in generation transmission and receiving of sound, light and electronic and electrical impulses and component parts thereof and other materials used in or in connection with electronic and electrical industries.
10. To carry on business as ironmasters, iron founders, ironworkers, steel-makers, blast furnace proprietors, brass founders and metal makers, refiners and workers generally shipbuilders and shipwrights, dock and wharf proprietors, colliery proprietors, or importers and workers, sandblast workers, mechanical engineers, electrical engineers, constructional engineers, marine engineers, civil engineers, consulting manufacturers, millwrights, wheelwrights, cement and asbestos manufacturers, wood and timber merchants, joiners, woodworkers manufacturing chemists, quarry owners, brick, and tile manufacturers, galvanizers, machinists, jappanners, annealers, welders enamellers, electro and chromium platters, polishers, painters, warehousemen storage contractors, garage proprietors and oil merchants and contractors generally.
11. To carry on the business as dealers, importers and exporters of all types of furniture, fitting, handicrafts, wooden products, ply wood, teakwood and teak boards.
12. To carry on the business of purchasing and letting on lease or hire in any part of India or abroad all kinds of machinery, plants, tools, jigs and fixtures, agricultural machinery, ships trawlers vessels, barges, automobiles and vehicles of every kind and description computers, office equipment of every kind, construction machinery of all types and description air conditioning plants, aircrafts and electronic equipment of all kinds and descriptions.
13. To carry on all or any of the business of manufacturers of and dealers in all kinds of machinery, implements and plants and as mechanical engineers, tool-makers, brass-founders, founders of all metals and metal compounds whatsoever, whether ferrous or non-ferrous, metal workers, welders, tin makers, tin manufacturers, tin converters, iron and steel workers, machinists, smiths, metallurgists, wear supply engineers gas makers gas vendors gas suppliers, iron and steel converters, woodworkers, builders, enamellers electroplates silver platters nickel-plate, vulcanize, galvanizers, general merchants and contractors and manufacturers of drums, cases and all other types of containers for packing purposes and manufacturers of or dealers in instruments used in connection with any of the above businesses and of mechanical and scientific appliances, apparatuses and devices of every description whatsoever and generally to conduct buy, sell, manufacture, repair, convert, alter, let on hire and deal in minerals, mining's, operations of every kind, metals, machineries, tools, implements rolling stock and hardware of all kinds and to undertake and carry on business and operations incidental to such dealings, mining and treatment.



14. To carry on the business of manufacturers, importers, exporters and dealers in all kinds and classes of paper, board, corrugated board, corrugating medium and pulp including writing paper, printing, absorbent paper, newsprint paper, wrapping paper tissue paper, cover paper, blotting paper, filter paper, antique paper, ivory finish paper, coated paper, art paper, bank and bond paper, badami, brown or buff paper, bible paper, cartridge paper, cloth lines paper, azure laid and wove paper, cream laid and wove paper, grease proof paper, gummed paper, hand made paper, parchment paper, drawing paper, Kraft paper, amnilla paper envelope paper, tracing paper, vellum paper water proof paper, carbon paper, sensitized paper, chemically treated paper, paste board, duplex and triplex board, hard board, plywood board, post cards, visiting cards, soda pulp, mechanical pulp, sulphite pulp, semi chemical pulp and all kinds of articles in the manufacture of which in any form paper, board, or pulp is used and also to deal in or manufacture of which in any form paper, board, or pulp is used and also to deal in or manufacture any other articles or things of a character similar or analogous to the foregoing or any of them or connected there with and to purchase or otherwise acquire, settle improve and cultivate forests, lands, and properties of any tenure whatsoever with a view to producing, cultivating, growing, timber bamboo or other wood.
15. To carry on in any part of India, the business of spinners, weavers, manufacturers, ginnerers, pressers, packers, and balers of cotton jute, hemp, soak, wool, and other fibrous materials, and the cultivation thereof, and the business of weaving or otherwise manufacturing, bleaching, dyeing, printing and selling yarn, cloth, linen, and other goods and fabrics, whether textile, netted or looped and of buying, selling and dealing in cotton and other fibrous materials, yarn, cloth linen and other goods of merchandise made these of, and generally to carry on the business of cotton spinners and doublers, line manufacturers, cotton, flex, hemp, jute, silk, wok, yarn, and cloth merchants, bleachers and dyers, makers of vitriol, bleaching and dyeing materials, and to transact all manufacturing of curing and preparing processes, and vend raw materials and manufactured articles.
16. To manufacture and otherwise deal in all kinds of stationery articles, account books, papers, pens, pencils, books, playing and visiting cards, school and office equipments, charts, geographical maps, drawing material, mathematical instruments, paper bags and all other articles of similar character.
17. To manufacture, deal in and process all kinds of medical and surgical instruments and appliances, industrial instruments including meters, weighing machines and devices for indicating, recording and regulating pressure, temperature, rate of flow, weights and levels, scientific instruments, mathematical surveying and drawing instruments as well as items produced in miscellaneous mechanical and engineering industrial like plastic molded goods, hand tools, small tools and the like and razor blades.
18. To carry on the business as importers, exporters, dealers in and manufacturers of television sets and video cassette recorders players India and elsewhere of all size and of all shapes, whether hybrid, solid state or otherwise, including generally dealing in, renting, repairing, maintaining and working all equipments, appliances and accessories of television business and for that purpose to set up plants, purchase otherwise acquire the same and to run and maintain all such plants and machinery and to buy, sell, import, export or otherwise deal in television films, video cassettes and other types of allied materials.
19. To carry on the business of importing exporting, manufacturing of, and dealing in all kinds of plastic wooden, metallic toys whether battery, electro or should operated, and any other description, and games for educational purposes, all spare parts accessories and fittings for all kinds of and to set up, purchase, import or otherwise acquire plant, machinery and equipment for the production, manufacture and repairs of all types of toys.



20. To carry on the business of investment company and invest in and acquire, hold and deal in shares, stocks, debentures stocks bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture stocks, bonds, obligations and securities, issued or guaranteed by any Government, State, dominion, sovereign, ruler, commissioners, public body or authority supreme municipal local or otherwise, whether in India or elsewhere.
21. To manufacture, process, buy, sell, import, export otherwise deal in all kinds of plastic materials wither made wholly or partly/of LDPE, LLDPE, flonyl chloride, PVC whether rigid or taxable or resin or compound, addsvce & plasticizers, HDPE, PP whether HO mo or copolymers, polystyrene whether expandable general purpose or high impact, styrene, copolymers, Nylon, Phenolics, polyesters, P-F U-F, M-F epoxies of al kinds, polycarbonates, ABS, SAN Polydactyl, PET, K-Resin, PTEF CA, CAB Bakelite, acrylic vinyl acetate, polyether, and any other thermoplastic polymer or copolymer of any one or more of the above or other materials and involving any or all or the processes including Blow molding injection molding, extrusion, weaving compounding, lamination, electroplating, printing sheet molding, extrusion, weaving compounding, lamination, electroplating printing sheet molding thermo-forming, coloring tottering, fabrication and molding of various plastic produce, including moulds and dies, bangles, novelty items, imitations jewellery, spectacles, Tubes, pipes, sheet films, toys bottles, contractors, jars, jerry cans, hellp wares, electronic & electrical components, automobile accessories & components, boats, molded luggage bags, tooth brushes, washing brushes, combs, foils, footwear, characins, chair, playing cards, flowing, wall conversing, belts, strapping, sleeves, yarns, cloths, ropes, thermos flasks, torches, profiles, channels, angles, tin lids, transmissions belts and conveyors, woven sacks, insulating material, tanks, and al other kinds of household and industrial articles.
22. To design, invent, prepare, own, make use of lease, sell or otherwise dispose of and generally, to deal in and with computers, data processing machines, types, cards, memory equipment or any other equipment and materials of every hind and description useful in connection with the foregoing business. To licenses or otherwise authorize others to engage in the foregoing and to engage in general Research and development in related areas and to carry on a general business of provisioning data processing services.

#### IV. The liability of the members is limited.

- \*\*V.** The Authorized Share Capital of the Company is Rs.70,01,00,000/- (Rupees Seventy Core One Lakh) divided into 70,01,00,000 (Seventy Crore One Lakh) Equity Shares of Re.1/- each with the rights, privileges and attaching thereto as are provided by the Articles of Association of the Company for the time being with power to increase or reduce the Capital in accordance with the Company's regulation and the legislative provisions for the time being in force in this behalf and with power to divide the shares in the capital for the time being into Equity Shares Capital and Preference Share Capital, and to attach thereto respectively, and preferential, qualified or special rights, privileges or conditions as may be determined by, or in accordance with the provisions of the Companies Act, 1956 and the regulations of the Company and to vary or modify or abrogate and such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

**\*\*The authorized capital increased from Rs.10,00,000/- to Rs.25,00,000/- by passing an Ordinary Resolution at the EGM held on 13-03-1991. Further increased from Rs. 25,00,000/- to Rs.100,00,000/- by passing an Ordinary Resolution at the EGM held on 09-10-1991. Further increased from Rs.100,00,000/- to Rs.500,00,000/- by passing an Ordinary Resolution at the EGM held on 16-03-1992. Further increased from Rs. 500,00,000/- to Rs.10,00,00,000/- by passing an Ordinary Resolution at the EGM held on 30-11-1994. Further increased to 26,00,00,000/- by passing an Ordinary Resolution at the EGM held on 31-01-2001 and further increased to Rs.33,00,00,000/- by passing an Ordinary Resolution at the EGM held on 19th November 2006 and further increased to Rs.35,00,00,000/- by passing an ordinary resolution at the EGM held on 8<sup>th</sup> December 2007 and further increased to Rs.40,00,00,000/- by passing an Ordinary Resolution through postal ballot held on 3<sup>rd</sup> March, 2008 and further increased to Rs.50,00,00,000/- by passing an Ordinary Resolution at the EGM held on 26<sup>th</sup> September 2008 and further increased to Rs. 70,00,00,000/- by passing an Ordinary Resolution through Postal Ballot held on 22<sup>nd</sup> August 2009. The equity shares of Rs.10/- each sub-divided into equity shares of Rs.1/- each by passing an Ordinary Resolution at the Annual General Meeting held on 28<sup>th</sup> September 2010.**

Pursuant to the merger of Equal Commodeal Private Limited with the Company, vide National Company Law Tribunal order dated 14 October 2019 with effect from appointed date of 1 April 2018, authorised share capital amounting to Rs 1 lakh of Equal Commodeal Private Limited, stands transfer to authorised equity share capital of the Company.



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

Names, Addresses, Occupations and Descriptions of the Subscribers	Number of Equity Shares taken by each subscriber	Names, Address Description & Occupation of Witnesses
1. DAMODAR PRASAD CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	Witness to all the Signatories, ARUN KUMAR JAGGATRAMKA S/O Shri. Girdharilal Jagatramka 1/1, Clydes Row Hastings, Calcutta- 700 022 Chartered Accountants
2. SHYAM SUNDAR CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
3. BANKEY LAL CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
4. VIJAY KUMAR CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
Total	400 (Four hundred)	

Calcutta, Dated 22nd day of July, 1987



**THE COMPANIES ACT, 2013**  
**A PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION\***  
**OF**  
**HIMADRI SPECIALITY CHEMICAL LTD\*\***

*The regulations contained in table "F" of the first Schedule to the Companies Act, 2013 shall not apply to the Company, except in so far as they are embodied in the following Articles, which shall be regulations for the management of the Company.*

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.

**CHAPTER I**

**1. Interpretations:**

**1.1 In the interpretation of these Articles, unless repugnant to the subject or context:**

<b>Act</b>	Means the Companies Act, 2013, as may be applicable, and all amendments or statutory modifications thereto or re-enactments thereof, except where otherwise expressly provided.
<b>Annual General Meeting</b>	Means a general meeting of the Members held in accordance with the provisions of Section 96 of the Companies Act, 2013 or any adjourned meeting thereof.
<b>Articles</b>	Means these Articles of Association as modified or amended from time to time.
<b>Auditors</b>	Means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board.
<b>Applicable Law</b>	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.
<b>Beneficial Owner</b>	Means and includes a beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or under Applicable Law.

*\*\* The name of the company has been changed from Himadri Chemicals & Industries Ltd to Himadri Speciality Chemical Ltd pursuant to Special Resolution by shareholders through Postal Ballot on 14<sup>th</sup> July 2016*

*\*New restated Articles of Association adopted by the shareholders of the Company at the Annual General Meeting held on 12<sup>th</sup> June 2025*



Board Meeting	Means a meeting of the Directors or a Committee thereof duly called and constituted.
Board or Board of Directors or the Board	Means the Board of Directors for the time being of the Company.
Capital	Means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.
Chairperson	Means the person who acts as a chairperson of the Board of the Company.
Committee	Means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit.
Company or This Company	Means <b>HIMADRI SPECIALITY CHEMICAL LTD**</b>
Chief Executive Officer	Means an officer of a Company, who has been designated as such by the Company.
Chief Financial Officer	Means a person appointed as the Chief Financial Officer of a Company.
Company Secretary or Secretary	Means a company secretary as defined in clause (c) of sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act.
Debenture	Includes debenture-stock, bonds and any other debt Securities of the Company, whether constituting a charge on the assets of the Company or not.
Depositories Act	Means the Depositories Act, 1996 and includes any statutory modification or enactment thereof.
Depository	Means a 'depository' as defined in clause (e) Sub-Section (1) of Section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.
Director	Means the director of the Company for the time being appointed as such.
Dividend	Includes interim dividend.
Extraordinary General Meeting	Means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.
Electronic Mode	Means the carrying out of, <i>inter alia</i> , the following electronically based (whether main server is installed in India or not):



	<ul style="list-style-type: none"> <li>i. business to business and business to consumer transactions, data interchange and other digital supply transactions;</li> <li>ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;</li> <li>iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management;</li> <li>iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services</li> <li>v. whether conducted by e-mail, mobile devices, social media, cloud computing, document management, voice or data transmission or otherwise</li> <li>vi. video conferencing , audio- visual methods, net conferencing and/or any other electronic communication.</li> </ul>
<b>Free Reserves</b>	<p>Means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as Dividend:</p> <p>Provided that—</p> <ul style="list-style-type: none"> <li>(i) any amount representing unrealised gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or</li> <li>(ii) any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves.</li> </ul>
<b>In writing or written</b>	Means and include printing, typing, lithographing, computer mode and includes Electronic Mode and other modes of reproducing words in visible form.
<b>Independent Director</b>	Means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.
<b>Managing Director</b>	Means a Director who, by virtue of the Articles or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of managing Director, by whatever name called.
<b>Meeting or General Meeting</b>	Means a meeting of Members.
<b>Members</b>	Means, in relation to a company, (a) the subscribers to the memorandum of association of the Company who shall be deemed to have agreed to become members of the company, and on its registration, shall be entered as member in its Register of Members, (b) every other person who agrees in writing to become a member of the company and whose name is entered in the Register of Members of the company; (c) every person holding shares in the company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.
<b>Month</b>	Means a calendar month.
<b>Ordinary Resolution</b>	Means a resolution referred to in Section 114 of the Companies Act, 2013.
<b>Paid up</b>	Means the Capital which is paid up presently.



Postal Ballot	Means voting by post through postal papers distributed amongst eligible voters and shall include voting by Electronic Mode or any other mode as permitted under Applicable Law.
Register of Beneficial Owners	Means the Register of Members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode.
Register of Members	Means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.
Registrar	Means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated.
Seal	Means the common seal of the Company, if any, approved by the Board of Directors from time to time.
Section	Means the relevant section of the Act; and shall, in case of any modification or reenactment of the Act shall be deemed to refer to any corresponding provision of the Act as so modified or reenacted.
Shares	Means the shares into which the Capital of the Company is divided.
Securities	Means shares, debentures and/or such other securities as may be treated as securities under Applicable Law
Special Resolution	Means a resolution referred to in Section 114 of the Companies Act, 2013.
These "Presents" or "Regulations"	"These presents" or "Regulations" mean these Articles of Association as now formed or altered from time to time and shall include the Memorandum where the context so requires.
1.2	Capitalised term(s) used in these Articles and not specifically defined herein shall bear the same meaning as assigned to the same in the Companies Act, 2013 or any rules issued thereunder, as amended from time to time.
1.3	Heading and bold typeface are used only for convenience and shall be ignored for the purposes of interpretation.
1.4	Words importing the singular number also include the plural number and <i>vice versa</i> and words importing the masculine gender shall where the context admits, include the feminine gender.

## **SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL**

### ***Amount of Capital***

- The Authorised Capital of the Company shall be as specified in Clause V of the Memorandum of Association, with power to increase and reduce the Capital and to divide the Shares in the Capital for the time being into several classes as prescribed under the Act and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by the Board, and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be provided for by the Articles of Association of the Company and subject to applicable legislative provisions for the time being in force.



### ***Increase of Capital by the Company and how carried in to effect***

3. Subject to the provisions of the Act, these Articles and Applicable Law, the Board may, from time to time, increase the Capital by the creation of new Shares. Such increase shall be of such aggregate amount and be divided into such Shares of such respective amounts, as the resolution of the Board shall prescribe. Subject to the provisions of the Act, Applicable Law and these Articles, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board may authorise, and in particular, such Shares may be issued with a preferential or qualified right to Dividends, or with a right to participate in profits 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 Companies Act, 2013 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 Companies Act, 2013 or any such compliance as may be required by the Act for the time being in force.

### ***New capital part of the existing Capital***

4. Any capital raised by the creation of new Shares shall be considered as part of the existing Capital and shall, except in so far as otherwise provided in the conditions of issue of Shares, be subject to provisions herein contained with reference to the payment of dividends, calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

### ***Issue of redeemable preference Shares***

5. Subject to the provisions of Section 55 of the Companies Act, 2013 and other Applicable Law, any preference Shares may be issued from time to time, on the terms as may be decided at the time of the issue. Further, subject to the provisions of the Act and Applicable Law:
  - 5.1. Such preference Shares shall always rank in priority with respect to payment of Dividend or repayment of the amount of capital paid up or deemed to have been paid up vis-à-vis equity Shares;
  - 5.2. The Board may decide on the participation of preference shareholders in the surplus Dividend, the payment of Dividend on cumulative or non-cumulative basis, conversion terms into equity if any;
  - 5.3. The Board may decide on any premium on the issue or redemption of preference Shares.

### ***Provision applicable on the issue of redeemable preference Shares***

6. On the issue of redeemable preference Shares under the provisions of Article 5 hereof, the following provisions shall take effect:
  - 6.1. No such Shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of Shares made for the purpose of the redemption.
  - 6.2. No such Shares shall be redeemed unless they are fully paid.
  - 6.3. Such Shares shall be redeemed Shares only on the terms on which they were issued or as varied after due approval of preference shareholders in accordance with the provisions of the Act.



- 6.4. The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the Shares are redeemed.
- 6.5. Register of Members maintained under Section 88 of the Companies Act, 2013 shall contain the particulars in respect of such preference Share holder(s).
- 6.6. Where any such Shares are redeemed out of the profits of the Company which would otherwise have been available for Dividend, there shall, out of such profits, be transferred to a reserve fund, to be called the "**Capital Redemption Reserve Account**", a sum equal to the nominal amount of the Shares redeemed and the provisions of the Companies Act, 2013 relating to the reduction of the Capital of the Company shall, except as provided in Section 55 of the Companies Act, 2013 apply as if the Capital Redemption Reserve Account were Paid Up Capital of the Company.

## **7. *Provisions applicable to any other Securities***

The Board shall be entitled to authorise the issue, from time to time, subject to Applicable Law, any other Securities, including Securities convertible into Shares or exchangeable into Shares, or carrying a warrant, carrying such terms including with respect to coupon, returns or repayment as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance. Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount, save as permitted under Section 54 of the Companies Act, 2013.

## ***Reduction of Capital***

8. The Company may (subject to the provisions of Sections 52 and 55, of the Companies Act, 2013 and any other applicable provisions of the Act for the time being in force) from time to time by way of Special Resolution reduce its Capital, any Capital Redemption Reserve Account or securities premium account in any manner for the time being authorised by law.

## ***Sub-division consolidation and cancellation of Shares***

9. Subject to the provisions of Section 61 of the Companies Act, 2013 and Applicable Law the Company in General Meeting may from time to time (a) divide and consolidate all or any of 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, voting or otherwise over or as compared with the others, subject to the provisions of the Act. Subject as aforesaid, the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its Share Capital by the amount of the Shares so cancelled.

## ***Sub-division, consolidation, re-issuance and cancellation of Debentures***

- 9A. The Board may from time to time at its discretion, by a resolution passed at a meeting of the Board re-issue and/or consolidate Debentures or other securities and generally raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company in accordance with provisions of Applicable Law.

Any Debentures or other securities may be consolidated and/or re-issued at a discount, subject to provisions of Section 53 of Act and Applicable Law, premium or otherwise and may be re-issued for such periods and/or at such rate of interest as the Board may think fit subject to applicable provisions existing at the time of re-issue, and with or without conversion and/or on such terms and conditions and with such privileges, rights and conditions in connection with such Debentures.



### ***Modification of rights***

10. Whenever the Capital is divided into different types or classes of Shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of the Act, be varied with the consent in writing by holders of at least three-fourths of the issued Shares of the class or is confirmed by a Special Resolution passed at a separate Meeting of the holders of Shares of that class and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such class Meeting, but so that the quorum thereof shall be any two Members present in person. This Article is not to derogate from any power the Company would have if this Article were omitted.

### ***Further issue of Capital***

11. Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further Shares, then:
  - 11.1. Such further Shares shall be offered to the persons who on the date of the offer, are holders of the equity Shares of the Company, in proportion as nearly as circumstances admit, to the Capital paid-up on those Shares at the date.
  - 11.2. Such offer shall be made by a notice specifying the number of Shares offered and limiting a time not being less than seven days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
  - 11.3. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person and the notice referred to in Article 11.2 hereof shall contain a statement of this right.
  - 11.4. After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the Shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the shareholders and the Company.
12. Notwithstanding anything contained in Article 11 hereof the further Shares aforesaid may be offered in any manner whatsoever, to:
  - 12.1. employees under a scheme of employees' stock option scheme, subject to Applicable Law;
  - 12.2. to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article 11 or Article 12 hereof, either for cash or for a consideration other than cash, if so decided by a Special Resolution, as per Applicable Law.
13. Nothing in Article 12.2 hereof shall be deemed;
  - 13.1. To extend the time within which the offer should be accepted; or
  - 13.2. To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the Shares comprised in the renunciation.
14. Nothing in Articles 11 to 13 shall apply to the increase of the subscribed Capital of the Company:
  - 14.1. caused by the exercise of an option as a term attached to the Debenture issued by the Company to convert such Debentures or loans into Shares in the Company;

- 14.2. Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in General Meeting.

#### ***Shares at the disposal of the Directors'***

15. Subject to the provisions above and of Section 62 of the Companies Act, 2013 the Shares and Securities of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up Shares and if so issued, shall be deemed to be fully paid Shares. Provided that option or right to call of Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

#### ***Power to issue Shares outside India***

16. Pursuant to the provisions of Section 62 of the Companies Act, 2013 and other applicable provisions, if any, of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "**Appropriate Authorities**") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or Securities (including Global Depository Receipts) representing Equity Shares, any such instruments or Securities being either with or without detachable Warrants attached thereto entitling the Warrant holder to Equity Shares/instruments or Securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. Such issue and allotment to be made on such occasion or occasions, at such value or values, or at a premium and in such form and in manner and on such terms and conditions or such modifications thereto as the Board may determine in consultation with Lead Manager and/or Underwriters and/or Legal or other Advisors, or as may be prescribed by the Appropriate Authorities while granting their approvals, permissions and sanctions as aforesaid which the Board be and is hereby authorized to accept at its sole discretion. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

#### ***Acceptance of Shares***

17. Any application signed by or on behalf of an applicant, for Shares in the Company, followed by an allotment of any Share shall be an acceptance of Shares within the meaning of these Articles and every person who, does or otherwise accepts Shares and whose name is on the Register of Members shall for the purpose of these Articles, be a Member.

#### ***Private placement***

18. The Board may, from time to time, offer any Securities on private placement basis, to such persons as the Board may determine, provided that such private placement shall comply with Applicable Law.



***Deposit and call to be a debt payable immediately***

19. The money (if any) which the Board shall, call or otherwise require to be paid in respect of any Shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

***Shares not to be held in trust***

20. Except as required by law, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof and accordingly the Company shall not, except pursuant to any order of a court of competent jurisdiction or except due to any statutory requirements, be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest, lien, pledge or charge in any share, or any interest in any fractional part of a Share, or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

***The first named joint holder deemed to be sole holder***

21. If any Share stands in the names of two or more persons, the person first named in the register shall, as regards receipt of Dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at Meetings, be deemed the sole holder thereof, but 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 for all incidents thereof according to the Company's regulations.

***Register of Members and index***

22. The Company shall maintain a Register of Members and index, Register of any other security holders and Index thereof in accordance with Section 88 of the Companies Act, 2013. The details of Shares held in physical or dematerialized forms may be maintained in the media as may be permitted by law including in any form of electronic media.
23. 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.
24. Such person, as referred to in Article 23 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and 'require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law, from time to time, as the Board may determine.

***Foreign Registers***

25. The Company may also keep a foreign register in accordance with Section 88 of the Companies Act, 2013 containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India; and the Board may (subject to the provisions of aforesaid Section) make and vary such regulations as it may think fit with respect to any such register.

## **SHARES CERTIFICATES**

### ***Share certificate to be numbered progressively and no Share to be subdivided***

26. 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 dematerialised or may be dematerialised in future or issued in future in dematerialised form.

### ***Limitation of time for issue of certificates***

27. Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within two Months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one Months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be. Every certificates of Shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Directors may prescribe and approve, provided that 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.

### ***Issue of new certificate in place of one defaced, lost or destroyed***

28. If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate 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 and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Directors shall prescribe.
29. Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board and only on furnishing of such supporting evidence and/or indemnity as the Board may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Directors shall prescribe.

Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Applicable Law; Provided further that the Company shall comply with the provisions of Section 46 of the Companies Act, 2013 and other Applicable Law, in respect of issue of duplicate Shares.



30. The provision of Article 28 and Article 29 shall *mutatis mutandis* apply to issue of certificates of Debentures of the Company.

### **BUY BACK OF SECURITIES BY THE COMPANY**

31. Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68, 69 and 70 of the Companies Act, 2013 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.

### **UNDERWRITING AND BROKERAGE**

#### ***Commission may be paid***

32. Subject to the provisions of Section 40(6) of the Companies Act, 2013 and Applicable Law made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the Shares or Debentures or any Securities, the Company may at any time pay a commission out of proceeds of the issue or profit or both 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 or Debentures of the Company but so that the commission shall not exceed such rate as specified under the Applicable Law or at such rates as may be fixed by the Board within the overall limit prescribed under the Companies Act, 2013 or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid Shares, Securities or Debentures or partly in one way and partly in the other.

#### ***Brokerage***

33. The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities.

### **CALLS ON SHARES**

#### ***Directors may make calls***

34. The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the Members in respect of all moneys unpaid on the Shares held by them respectively, and each Member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments.
35. The option or right to make calls on Shares shall not be given to any person except with the sanction of the issuer in General Meetings.

#### ***Notice of calls***

36. Each Member shall, subject to receiving at least fourteen days' notice specifying the time or such other time as may be permitted by Applicable Law or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his Shares.
37. A call may be revoked or postponed at the discretion of the Board.

### ***Calls to date from resolution***

38. A call shall be deemed to have been made at the time when the resolution authorising such call was passed as provided herein and may be required to be paid by installments.

### ***Directors may extend time***

39. The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members due to their residence at a distance or other cause, the Board may deem fairly entitled to such extension, but no Member shall be entitled to such extension save as a Member of grace and favour.

### ***Calls to carry interest***

40. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as the Board of Directors may determine. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such Member.
41. The Board shall be at liberty to waive payment of any such interest wholly or in part.

### ***Sums deemed to be calls***

42. Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, 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.

### ***Proof on trial of suit for money due on Shares***

43. At the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his Shares, it shall be sufficient to prove that the name of the Member, in respect of whose Shares, the money is sought to be recovered appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the Shares in respect of such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book, and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

### ***Partial payment not to preclude forfeiture***

44. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his Shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such Shares as hereinafter provided.



***Payment in anticipation of call may carry interest***

45. The Directors may, if they think fit, subject to the provisions of Section 50 of the Companies Act, 2013 agree to and receive from any Member willing to advance the same whole or any part of the moneys due upon the Shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company may pay interest at such rate, as the Member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Directors may at any time repay the amount so advanced. The Members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to all calls on debentures or other securities of the Company.

**LIEN**

***Company to have lien on Shares***

46. The Company shall have a first and paramount lien upon all the Shares/debentures (other than fully paid-up Shares/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/debentures and no equitable interest in any Shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any such lien shall extend to all Dividends and bonuses from time to time declared in respect of such Shares/debentures.
47. The Directors may at any time declare any Shares/debentures wholly or in part to be exempt from the provision of Article 46. Provided that, fully paid Shares/debentures shall be free from all lien.

***As to enforcing lien by sale***

48. For the purpose of enforcing such lien, the Board may sell the Shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such Shares and may authorise a Member to execute a transfer thereof on behalf of and in the name of such Member. The purchaser of such transferred Shares shall be registered as the holder of the Shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
49. No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

***Application of proceeds of sale***

50. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the persons entitled to the Shares at the date of the sale.

## **FORFEITURE OF SHARE**

### ***If call or installment not paid notice may be given***

51. 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 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.

### ***Form of notice***

52. The notice shall:
- 52.1. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made.
- 52.2. shall detail the amount which is due and payable on the Shares and shall state that in the event of non-payment at or before the time appointed the Shares will be liable to be forfeited.

### ***If notice not complied with Shares may be forfeited***

53. 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 or 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.

### ***Notice of forfeiture to a Member***

54. When any Shares shall have been so forfeited, notice of the forfeiture 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 of Members, but no forfeiture shall be in any manner invalidated, by any omission or neglect to give such notice or to make any such entry as aforesaid.

### ***Forfeited Share to become property of the Company***

55. Any Share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose of the same in such manner as think fit.

### ***Power to cancel forfeiture***

56. The Board may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

### ***Liability on forfeiture***

57. A person whose Share has been forfeited shall cease to be a Member in respect of the forfeited Share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, or installment, interest and expenses, owing in respect of such Share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, to any party thereof, without any deduction or allowance for the value of the Shares at the time of forfeiture, but shall not be under any obligation to do so. 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.



### ***Effect of forfeiture***

58. The forfeiture of a Share involve extinction, at the time of the forfeiture, of all interest and all claims and demands against the Company in respect of the Share and all other rights, incidental to the Share except only such of those rights as by these Articles are expressly saved.

### ***Evidence of forfeiture***

59. A duly verified declaration in writing that the declarant is a Director, the manager or the Company Secretary, and that certain Shares have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Shares.

### ***Cancellation of Share certificate in respect of forfeited Shares***

60. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative Shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said Shares to the person or persons, entitled thereto as per the provisions herein:
- 60.1. The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of;
- 60.2. The transferee shall thereupon be registered as the holder of the Share; and
- 60.3. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

### ***These Articles to apply in case of any non-payment***

61. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **EMPLOYEES STOCK OPTIONS**

62. Subject to the provisions of Section 62 of the Companies Act, 2013 and Applicable Law, the Company may issue options to any Directors, not being Independent Directors, officers, or employees of the Company, its subsidiaries or its parent company, which would give such Directors, officers or employees, the benefit or right to purchase or subscribe at a future date, the Securities offered by the Company at a predetermined price, in terms of schemes of employee stock options or employees Share purchase or both. Provided that it will be lawful for such scheme to require an employee, officer, or Director, upon leaving the Company, to transfer Securities acquired in pursuance of such an option, to a trust or other body established for the benefit of employees.

### **POWER TO ISSUE SWEAT EQUITY SHARES**

63. Subject to and in compliance with Section 54 and other Applicable Law, the Company may issue the equity Shares to its employees or Director(s) at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions, by whatever name called.

## **PREFERENTIAL ALLOTMENT**

64. Subject to the provisions of Section 62 the Companies Act, 2013 read with the conditions as laid down in the Applicable Law, and if authorized by a Special Resolution, the Company may issue Shares, in any manner whatsoever, by way of a preferential offer or private placement. Such issue on preferential basis or private placement should also comply with the conditions as laid down in Section 42 of the Companies Act, 2013 and/or Applicable law.

## **CAPITALISATION OF PROFITS**

65. The Company in General Meeting may, upon the recommendation of the Board, resolve:

65.1. 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

65.2. that such sum be accordingly set free for distribution in the manner specified in Article 65.1 hereof amongst the Members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.

66. The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards:

66.1. paying up any amounts for the time being unpaid on any Shares held by such Members respectively;

66.2. 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;

66.3. partly in the way specified in Article 66.1 hereof and partly in that specified in Article 66.2 hereof;

66.4. A securities premium account and a Capital Redemption Reserve Account may, for the purposes of this Article 66, be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus Shares;

66.5. Whenever such a resolution as aforesaid shall have been passed, the Board shall:

66.5.1. 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

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

67. The Board shall have power:

67.1. 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

67.2. 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;



- 67.3. Any agreement made under such authority shall be effective and binding on such Members.

## **TRANSFER AND TRANSMISSION OF SHARES**

### ***Register of transfers***

68. The Company shall keep a book to be called the "Register of Transfers", and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members or any other persons. Entries in the said register should be authenticated by the Company Secretary or by any other person authorized by the Board for the purpose, by appending his signature to each entry.

### ***Instruments of transfer***

69. The instrument of transfer shall be in common form and in writing and all provisions of Section 56 of the Companies Act, 2013 shall be duly complied with in respect of all transfer of Shares and registration thereof.

### ***To be executed by transferor and transferee***

70. Every such instrument of transfer shall be executed by or on behalf of both the transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (except in cases when they are fully paid up).
71. An application for the registration of the transfer of a Share may be made either by the transferee or the transferor. No registration shall, in the case of a partly paid Share where an application is made by the transferor alone, be effected unless the Company gives notice of the application to the transferee, in accordance with the provisions of these Articles, Section 56 of the Companies Act, 2013 and Applicable Law, and the transferee gives his no objection to such transfer within two weeks from the date of receipt of such notice.

### ***Transfer books when closed***

72. The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Companies Act, 2013 and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may deem expedient.
73. The Board may, subject to the right of appeal conferred by Section 58 of the Companies Act, 2013 and other Applicable Law decline to register:
- 73.1. the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or
- 73.2. any transfer of Shares on which the Company has a lien.
74. The Board may decline to recognise any instrument of transfer unless:
- 74.1. the instrument of transfer is in the form as prescribed under Applicable Law;

74.2. 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

74.3. the instrument of transfer is in respect of only one class of Shares.

#### ***Directors to recognize Beneficial Owners of Securities***

75. 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.

76. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of Securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its Securities held by a Depository.

77. 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 or the Companies Act, 2013 or any other Applicable Law) 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.

#### ***Nomination***

78. Every holder of Shares or Debentures may at any time nominate, in the manner prescribed under the Act, a person to whom his Shares or Debentures shall vest in the event of death of such holder.

79. Where the Shares or Debentures are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the Shares or Debentures, as the case may be, held by them shall vest in the event of death of all joint holders.

80. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such Shares or Debentures, where a nomination made in the prescribed manner purports to confer on any person the right to vest the Shares or Debentures, the nominee shall, on the death of the shareholders or holder of Debentures or, as the case may be, on the death of all the joint holders become entitled to all the rights in the Shares or Debentures to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.

81. Where the nominee is a minor, it shall be lawful for the holder of the Shares or holder of Debentures to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the Shares in or Debentures of the Company, in the event of his death, during his minority.

#### ***Transmission in the name of nominee***

82. 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 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 further, that if such nominee shall elect to have his proposed transferee registered he shall testify the election by executing in favour of his proposed transferee 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.

83. The Board shall, in the event that the nominee is desirous of either registering himself as the holder of the Shares or Debentures or transferring such Shares or Debentures, 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.
84. 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 holder of the Share or Debenture and the certificate(s) of Shares or Debentures, as the case may be, held by the deceased in the Company.
85. If the person becoming entitled to a Share by reason of death or insolvency of a Member shall elect to be registered as a holder of the Share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
86. All the limitations, restrictions and provisions of the Act and these Articles 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.
87. Subject to the provisions of Section 56 of the Companies Act, 2013 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 holder of a Share or Debenture holder, as the case may be.
88. 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.
89. 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.

***No transfer to minor, insolvent etc.***

90. No transfer shall be made to a minor or person of unsound mind. However, in respect of fully paid up Shares, Shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.

***Transfer to be presented with evidence of title***

91. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board of Directors may require to prove the title of the transferor, his right to transfer the Shares and generally under and subject to such conditions and regulations as the Board of Directors shall from time to time prescribe, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors.

***Conditions of registration of transfer***

92. For the purpose of the registration of a transfer, the certificate or certificates of the Share or Shares to be transferred must be delivered to the Company along with a properly stamped and executed instrument of transfer.

***No fee on transfer or transmission***

93. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

***Company not liable for disregard of a notice in prohibiting registration of transfer***

94. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of Shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said Shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or deferred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board of Directors shall so think fit.

**DEMATERIALIZATION OF SECURITIES**

***Dematerialization of Securities***

95. The Board shall be entitled to dematerialize Securities or to offer Securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended from time to time. All Securities held by a Depository shall be dematerialized and be in fungible form.

***Options for investors***

96. Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such Securities or to hold the Securities with a Depository. Such a person who is the Beneficial Owner of the Securities can at any time opt out of a Depository, if permitted by law, in respect of any Securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.
97. Nothing contained in Sections 89 and 186 of the Companies Act, 2013 shall apply to a Depository in respect of the Securities held by on behalf of the Beneficial Owners.



### ***Rights of Depositories and Beneficial Owners***

98. Notwithstanding anything to the contrary contained these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.
99. Save as otherwise provided hereinabove, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
100. Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of Securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.

### ***Service of Documents***

101. Notwithstanding anything contained these Articles to the contrary, where Securities of the Company are held in a Depository, the records of the Beneficial Ownership may be served by such Depository on the Company by means of Electronic Mode or other mode.

### ***Transfer of Securities***

102. Nothing contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee, both of whom are entered as Beneficial Owners in the records of a Depository.

### ***Allotment of Securities dealt with in a Depository***

103. Notwithstanding anything contained these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.

### ***Distinctive number of Securities held in a Depository***

104. Nothing contained or these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.

### ***Register and index of Beneficial Owners***

105. The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended from time to time shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

### **COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

106. Copies of Memorandum and Articles of Association of the Company shall be furnished to every shareholder of the Company at his request on payment of an amount as may be fixed by the Board to recover reasonable cost and expenses, not exceeding such amount as fixed under Applicable Law.

## **BORROWING POWERS**

### ***Power to borrow***

107. 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 Companies Act, 2013 and 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.

### ***Conditions on which money may be borrowed***

108. Subject to Applicable Law and the obtaining of the consent of the Company by a Special Resolution as may be required, 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.

### ***Terms of issue of Debentures***

109. Any Debentures or other Securities may be issued on such terms and conditions as the Board may think fit in compliance with Applicable Law. Debentures and other Securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures or other Securities with a right of conversion into or allotment of Shares shall be issued only with such sanctions as may be applicable.

### ***Instrument of transfer***

110. No transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures. The Company may issue non-transferable Debentures and accept an assignment of such instruments.

### ***Delivery of certificates***

111. Delivery by the Company of certificates upon allotment or registration of transfer of any Debentures shall be governed and regulated by Section 56 of the Companies Act, 2013.

### ***Register of charge, etc.***

112. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Companies Act, 2013 of all mortgages and charges specifically affecting the property or assets or undertakings of the Company and shall cause the requirements of Sections 77 to 87 of the Companies Act, 2013 to be duly complied with.
113. Any member or creditor can inspect the Register during 10.00 a.m. to 12.00 noon during business days and any other person can also inspect the Register by payment of Rs. 50 or such higher amount as the Board may decide, subject to the provisions of Applicable Law.



### ***Register and index of Debenture holders***

114. The Company shall, if at any time it issues Debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Companies Act, 2013. The Company shall have the power to keep in any country outside India a Foreign Register containing the particulars of Debenture holders or any other Securities or beneficial owners, resident outside India, in the manner prescribed under the Act.

### **GENERAL MEETINGS**

115. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year.
116. Every Annual General Meeting shall be called during business hours, that is, between 9.00 a.m. and 6.00 p.m. on any 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.
117. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meetings.
118. In the case of an Annual General Meeting, all business to be transacted at the Meeting shall be deemed special, with the exception of business relating to:
- 118.1. the consideration of financial statements and the reports of the Board of Directors and Auditors;
  - 118.2. the declaration of any Dividend;
  - 118.3. the appointment of Directors in place of those retiring;
  - 118.4. the appointment of and the fixing of the remuneration of the Auditors.
119. In case of any other Meeting, all business shall be deemed special.
120. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.
121. Where permitted or required by Applicable Law, the Board may, instead of transacting such business at a General Meeting of any Members/ class of Members/ Debenture holders, seek their assent by Postal Ballot, including by means of e-voting. Such Postal Ballot will comply with the provisions of Applicable Law in this behalf.
122. The intent of these Articles is that in respect of seeking the consent 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 at a General Meeting convened in that behalf.
123. The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding, on the date of receipt of such requisition, in the aggregate not less than one-tenth of such of the Paid Up Capital as at the said date carries the right of voting in regard to the matter in respect of which the requisition has been made.

### ***E-voting in case of General Meetings***

124. Where the Company conducts General Meetings by way of e-voting, the Company shall follow the procedure laid down under the Act and Applicable Law.
125. Where a Member has been allowed the option of voting through Electronic Mode as per Applicable Law, such Member, or Members generally, shall be allowed to speak at a Meeting, but shall not be allowed to vote at the Meeting.
126. Atleast 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every Member or legal representative of any deceased Member or the assignee of an insolvent Member, every Auditor(s) and Director of the Company.
127. A General Meeting may be called at a shorter notice if consented to by either by way of writing or any Electronic Mode by not less than 95% of the Members entitled to vote at such Meeting.

### ***Quorum at General Meeting***

128. 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.
129. Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Companies Act, 2013.
130. If, at the expiration of half an hour from the time appointed for holding a Meeting of the Company, a quorum shall not be present, the Meeting, if convened by or upon the requisition of Members shall stand cancelled, but in any other case the Meeting shall stand adjourned to the same day in the next week or, if that day is a public holiday, until the next succeeding day which is not a public holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned Meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the Meeting, the Members present shall be quorum and may transact the business for which the Meeting was called.

### ***Chairperson at General Meetings***

131. The Chairperson, if any, of the Board shall preside as chairperson at every General Meeting of the Company. In the case of an equality of votes, whether or a show of hands or on a poll, the chairperson of the meeting at which the show of hands taken place, or at which the poll is demanded shall be entitled to a second or casting vote.
132. If there is no such chairperson, or if he is not present within fifteen minutes after the time appointed for holding the Meeting or is unwilling to act as chairperson of the Meeting, the Directors present shall elect one among themselves to be chairperson of the Meeting.
133. If at any Meeting no Director is willing to act as chairperson or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of themselves to be chairperson of the Meeting on a show of hands.
134. No business shall be discussed at any General Meeting except regarding the election of a chairperson, while no chairperson has been appointed.

### ***Adjournment of Meeting***

135. The chairperson may, with the consent of any Meeting at which a quorum is present, and shall, if so directed by the Meeting, adjourn the Meeting from time to time and from place to place.



136. No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
137. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting.
138. Save as aforesaid, and as provided in Section 103 of the Companies Act, 2013, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

#### ***Voting rights***

139. No Member shall be entitled to exercise any voting rights either personally or by proxy at any General Meeting or Meeting of a class of shareholders in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has exercised any right of lien.
140. Subject to any rights or restrictions for the time being attached to any class or classes of Shares:
  - 140.1. on a show of hands, every Member present in person shall have one vote; and
  - 140.2. 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.
141. A Member may exercise his vote at a Meeting by electronic means in accordance with Section 108 of the Companies Act, 2013 and shall vote only once.
142. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.  
  
(ii) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
143. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
144. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
145. (i) No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes.  
  
(ii) Any such objection made in due time shall be referred to the chairperson of the Meeting, whose decision shall be final and conclusive.

#### ***Proxy***

146. Subject to the provisions of these Articles, votes may be given by Members either personally or by proxy. A body corporate being a Member may vote by a representative duly authorised in accordance with Section 113 of the Companies Act, 2013 and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which such proxy represents as the body could exercise if it were an individual Member.

147. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, 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. Such instrument appointing a proxy shall be treated as valid only till that Meeting of the Company for which instrument of proxy is being deposited or any adjourned meeting thereof.
148. Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the common Seal of such corporate, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Companies Act, 2013.
149. A Member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.
150. The proxy so appointed shall not have any right to speak at the Meeting.
151. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Shares in respect of which the proxy is given.

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

#### ***Passing of resolution by Postal ballot***

152. Where permitted or required by Applicable Law, Board may, instead of calling a Meeting of any Members/ class of Members/ Debenture holders, seek their assent by Postal ballot, which shall include e-voting. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.
153. Where permitted/required by Applicable Law, the Board may provide Members/Members of a class/Debenture holders the right to vote through e-voting, complying with Applicable Law.
154. The intent of these Articles is that in respect of seeking the consent 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 holders by way of personal presence in a Meeting.
155. Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Companies Act, 2013 and Applicable Law.
156. In case of resolutions to be passed by Postal ballot or e-voting, no Meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.
157. Where a resolution will be passed by Postal ballot the Company shall, in addition to the requirements of giving requisite notice, send to all the Members the following:



- 157.1. Draft resolution and relevant explanatory statement clearly explaining the reasons therefor.
- 157.2. Postal ballot for giving assent or dissent, in writing by Members; and
- 157.3. Enable Member, in such manner as prescribed under Applicable Law, for communicating assents or dissents on the Postal ballot to the Company with a request to the Members to send their communications within 30 days from the date of dispatch of the notice.

***Maintenance of records and Inspection of minutes of General Meeting by Members***

158. 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.
159. The Company shall cause minutes of all proceedings of every General Meeting to be kept in the manner prescribed by Applicable Law 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.
160. Any such minutes shall be evidence of the proceedings recorded therein.
161. 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.
162. Any Member of the Company shall be entitled to a copy of minutes of the General Meeting within 7 working days from the receipt of a specific request and at a fee of Rs. 10/- (Rupees Ten only) for each page or part of any page, or such higher amount as the Board may determine, as permissible by Applicable Law.

**BOARD OF DIRECTORS**

163. The number of Directors of the Company which shall be not less than 3 (three) and not more than 15 (fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution. Further, any person or persons having the power to nominate a Director of the Company, may exercise such power from time to time and appoint a Director accordingly and such appointment shall be in such terms and conditions as laid down by Board, as permitted by Applicable Law. The Directors are not required to hold any qualification Shares. Composition of the Board shall be in accordance with the provisions of Section 149 of the Companies Act, 2013 and other Applicable Laws.
164. As the date of adoption of these Articles the following are the Directors of the Company:
  - 164.1. SHYAM SUNDAR CHOUDHARY
  - 164.2. ANURAG CHOUDHARY
  - 164.3. AMIT CHOUDHARY
  - 164.4. GIRISH PAMAN VANVARI
  - 164.5. RITA BHATTACHARYA
  - 164.6. GOPAL AJAY MALPANI
  - 164.7. AMITABH SRIVASTAVA

### ***Board's power to appoint Additional Directors***

165. Subject to the provisions of Sections 149, 152 and 161 of the Companies Act, 2013 and Applicable Laws, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.
166. Such person shall hold office only up to the date of the next Annual General Meeting or the last date on which the Annual General Meeting should have been held, whichever is earlier, but shall be eligible for appointment by the Company as a Director at that Meeting subject to the provisions of the Act.

### ***Nominee Directors***

167. 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.
168. In the event of the Company borrowing/raising any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them or on non-creation of security, the lender(s)/debenture-holder(s) wherever they are acting directly without the intervention of debenture trustee(s) / debenture trustee(s) (wherever appointed), concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company. This right is subject to the terms of the agreement with the lending entity/debenture-holder(s) wherever they are acting directly without the intervention of debenture trustee(s) / debenture trustee(s) (wherever appointed). Appointment of Director shall be made within such timelines stipulated under regulation 15(1)(e) of Securities and Exchange Board of India (SEBI) (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (as amended by SEBI from time to time) or any other Applicable Law as amended, updated and replaced from time to time. A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.

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

Provided that if any such Nominee Director/s is an Officer of the lending entity, the sitting fees in relation to such Nominee Director/s shall also accrue to the lending entity and the same shall accordingly be paid by the Company directly to the lending entity. The Nominee Director or Directors so appointed shall not be liable to retire by rotation of Directors in accordance with the provisions of these Articles

### ***Appointment of Alternate Directors***

169. Subject to the provisions of Section 161(2) of the Companies Act, 2013 the Board may appoint an Alternate Director to act 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 in place of 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 terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director.

#### ***Board's power to fill vacancies***

170. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Companies Act, 2013 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 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.
171. 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 Companies Act, 2013.
172. 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 :
  - 172.1. at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
  - 172.2. the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
  - 172.3. he is not qualified or is disqualified for appointment;
  - 172.4. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
  - 172.5. the provisions of Section 162 of the Companies Act, 2013 are applicable to the case.

#### ***Independent Directors***

173. Subject to the provisions of Section 149(6) of the Companies Act, 2013 and other Applicable Laws, the Board shall identify potential individuals for the purpose of appointment as Independent Director either from the data bank established under Section 150 of Companies Act, 2013 or otherwise.
174. The Board on receiving such recommendation shall consider the same and propose his appointment for approval at a General Meeting. The explanatory statement to the notice for such General Meeting shall provide all requisite details as required under the Act.
175. Any vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Companies Act, 2013 or pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down herein below and in accordance with the Applicable Law.
176. Every Independent Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his status as an Independent Director, give

a declaration that he meets the criteria of independence as specified under Section 149 (6) of the Companies Act, 2013.

177. The Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Companies Act, 2013.
178. An Independent Director shall not be entitled to any stock option and may receive remuneration by way of sitting fee, reimbursement of expenses for participation in the Board and other meetings and also to such commission based on profits, as may, subject to provisions of Applicable Law, be approved by the Members.
179. An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.
180. The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.
181. Term of Office of Independent Director:
  - 181.1. Subject to Applicable Law, an Independent Director shall hold office for a term up to 5 (five) consecutive years on the Board of a Company, but shall be eligible for reappointment for one more term on passing of a Special Resolution by the Company and disclosure of such appointment in the Board's report.
  - 181.2. No Independent Director shall hold office for more than 2 (two) consecutive terms, but such Independent Director shall be eligible for appointment after the expiration of 3 (three) years of ceasing to become an Independent Director provided that he shall not, during the said period of 3 (three) years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.

#### ***Retirement and rotation of Directors***

182. 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");
183. At every Annual General Meeting, 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.
184. The Company may appoint a Managing or a Whole-time Director for a term not exceeding 5 years at a time, provided that no re-appointment shall be made earlier than one year before the expiry of his term. If required, in order to comply with the extant provisions of the Companies Act, 2013 with respect to rotation of directors, the Board may re-classify a Managing Director/ Whole-time Director or any other executive director appointed as a non-rotational Director to be a rotational Director.
185. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.

#### ***Resignation of Directors***

186. Subject to the provisions of Applicable Law, a Director may resign from his office by giving a notice in writing to the Company and Board shall on receipt of such notice take note of the same. The fact of such resignation shall be mentioned in the report of Directors laid in the immediately following General Meeting by the Company.



187. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.

Provided that the Director who has resigned shall be liable even after his resignation for the offences which occurred during his tenure.

#### ***Removal of Directors***

188. Any Director of the Company, except a Director appointed by the National Company Law Tribunal, may be removed by way of Ordinary Resolution before the expiry of his term of office, subject to the provisions of Section 169 of Companies Act, 2013.

#### ***Remuneration of Directors***

189. Subject to the provisions of Section 197 of the Companies Act, 2013, a Director may be paid remuneration either by way of a Monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

Provided that where the Company takes a Directors' and Officers' Liability Insurance, specifically pertaining to a particular Director and/or officer, then the premium paid in respect of such insurance, for the period during which a Director and/or officer has been proved guilty, will be treated as part of remuneration paid to such Director and/or officer.

190. The Board or a relevant Committee constituted for this purpose shall seek to ensure that the remuneration paid to Directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the Company and its goals.
191. The fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time within the maximum limit as prescribed under Section 197(5) of the Companies Act, 2013 and Applicable Law. Fee shall also be payable for participating in meetings through permissible Electronic Mode.
192. In addition to the remuneration payable pursuant to Section 197 of the Companies Act, 2013, the Directors may be paid all conveyance, hotel and other expenses properly incurred by them:
- 192.1. in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings; or
- 192.2. in connection with the business of the Company.
193. The Board may pay all expenses incurred in getting up and registering the Company.

#### ***Directors may act notwithstanding any vacancies on Board***

194. The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 163 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by the Article 163 hereof or for summoning a General Meeting for the purpose increasing the number of Directors to such minimum number, but for no other purpose.

#### ***Vacation of office of Director***

195. The office of a Director shall ipso facto be vacated:
- 195.1. on the happening of any of the events as specified in Section 167 of the Companies Act, 2013.

- 195.2. in the case of alternate Director, on return of the original Director in terms of Section 161 of the Companies Act, 2013;
- 195.3. having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
- 195.4. if he is removed in pursuance of Section 169 of the Companies Act, 2013;
- 195.5. any other disqualification that the Act for the time being in force may prescribe.

***Notice of candidature for office of Directors except in certain cases***

- 196. No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the Meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of Rupees 1 Lac or such higher amount as the Board may determine, as permissible by Applicable Law, which shall be refunded to such person or the Member, as the case may be, if the person proposed gets elected as a Director or gets more than twenty-five percent of total valid votes cast either on show of hands or on poll on such resolution.
- 197. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Companies Act, 2013 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.
- 198. A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Companies Act, 2013 appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.

***Director may contract with the Company***

- 199. Subject to the provisions of Section 188 of the Companies Act, 2013 and Applicable Law, a Director or any Related Party 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.
- 200. Unless so required by Applicable Law, no sanction shall, however, be necessary for any contracts with a Related Party entered into in the ordinary course of business of the Company on arm's length basis. Subject to Applicable Law, where a contract complies with such conditions 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.

***Disclosure of interest***

- 201. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose his concern or interest in the manner specified in



Section 184(1) of the Companies Act, 2013 and the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184(2) of the Companies Act, 2013; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.

***Interested Director not to be present at Board's proceedings with respect to related party contracts***

202. Where any director is interested in any contract or arrangement with a related party, such director shall not be present at the meeting during discussions on the subject matter of the resolution relating to such contract or arrangement.

***Register of contracts in which Directors are interested***

203. The Company shall keep a Register in accordance with Section 189(1) of the Companies Act, 2013 and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.
204. Such a Register shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be provided to a Member of the Company on his request, within seven days from the date on which such request is made and upon the payment of Rs. 10 (Rupees Ten only) per page.

***Register of Directors and Key Managerial Personnel and their shareholding***

205. The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, 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 with Section 170 of the Companies Act, 2013 and Applicable Law.
206. Such a Register will be available for inspection by any Member during 10.00 a.m. to 12.00 p.m. during business days and at every Annual General Meeting and shall be made accessible to any person attending such meeting. Any Member can also request for copies to be made which shall be provided free of cost within 30 days from the date of such request.

***Miscellaneous***

207. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine in accordance with Section 22(1) of the Companies Act, 2013.

**PROCEEDINGS OF THE BOARD**

***Meetings of Board***

208. The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.
209. The Chairman or the Managing Director or manager or any whole time director may, at any time, summon a Meeting of the Board, and the Company Secretary or where there is no Company Secretary, any person authorised by the Board in this behalf, on the requisition of a Director, shall convene a meeting of the Board of Directors of the Company

210. 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.
211. 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.

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 and decisions taken at such meeting shall be circulated to all the Directors and shall be final only on the ratification thereof by at least one independent Director, if any.

212. The Board shall so meet at least once in every four Months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.
213. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated.

#### ***Meetings of Board by Video/audio-visual conferencing***

214. Subject to the provisions of Section 173(2) of the Companies Act, 2013 and Applicable Law, the Directors may participate in meetings of the Board through physical presence or Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipment for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode.

#### ***Regulation for meeting through Electronic Mode***

215. The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Companies Act, 2013 and Applicable Law. In the event that a Director is desirous of participating through Electronic Mode at a meeting from a place other than the place so decided, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings.
216. The conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down in Applicable Law.
217. The rules and regulations for the conduct of the meetings of the Board, including for matters such as quorum, notices for meeting and agenda, as contained in these Articles, in the Companies Act, 2013 and/or Applicable Law, shall apply to meetings conducted through Electronic Mode, as the case may be.
218. The Chairperson or the Company Secretary shall record the deliberations made during each meeting and circulate the draft minutes of the meeting to all Directors who attended such meeting within fifteen days of such meeting, either in physical form in writing or by Electronic Mode as



may be determined by the Board. Every such Director who attended the meeting 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.

219. Subject to provisions of Section 173 of the Companies Act, 2013 and the Applicable Laws, a Director may participate in and vote at a meeting of the Board by means of Electronic Mode which allows all persons participating in the meeting to hear and see each other and record the deliberations. Where any Director participates in a meeting of the Board by any of the means above, the Company shall ensure that such Director is provided with a copy of all documents referred to during such Board meeting prior to the commencement of this Board Meeting.

#### ***Chairperson for Board Meetings***

220. The Board may elect a Chairperson, and determine the period for which he is to hold office.
221. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their members to be Chairperson of the meeting.

#### ***Quorum***

222. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Companies Act, 2013. If a Meeting of the Board could not be held for want of Quorum, the Meeting shall automatically stand adjourned to the same day in the next week, at the same time and place or, if that day is a National Holiday, to the next succeeding day which is not a National Holiday, at the same time and place. If there is no Quorum at the adjourned Meeting also, the Meeting shall stand cancelled.
223. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company and for no other purpose.

#### ***Exercise of powers to be valid in meetings where quorum is present***

224. Subject to the provisions of the Companies Act, 2013, a meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Companies Act, 2013 the powers of the Company.

#### ***Matter to be decided on majority of votes***

225. 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 meeting shall have a second or casting vote.

#### ***Power to appoint Committee and to delegate powers***

226. The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to Committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Subject to the provisions of Section 179(3) of the Companies Act, 2013, the Board may delegate powers to any Officer or Committee as the Board may determine.

227. Any Committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.
228. The meetings and the proceedings of any such Committee consisting of two or more persons shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.

***Resolution without Board Meeting/ Resolution by Circulation***

229. Subject to Section 175 of the Companies Act, 2013 or Applicable Laws, a resolution by circulation of the Board or Committee, as the case may be, duly called and constituted, may be passed, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors or the members of the Committee, as the case may be, at their addresses registered with the Company in India, and has been approved by a majority of the Directors or members of the Committee 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.

***Acts of Board / Committee valid notwithstanding formal appointment***

230. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or that the appointment of any of them had been terminated by virtue of any provisions contained or in these Articles, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been noticed by the Company to be invalid or to have been terminated.

***Minutes of proceedings of meeting of Board***

231. The Company shall maintain the minutes of proceedings of every meeting of the Board and Committee thereof in electronic form in such manner as the Board may think fit, in accordance with the provisions of Section 118 of the Companies Act, 2013 and Applicable Law.
232. Where the minute books of the Company are also maintained in physical form (in addition to being maintained in electronic form), each page of every minute 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.
233. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
234. 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.
235. All appointments made at any of the meetings aforesaid shall be included in the minutes of the meetings.
236. The minutes shall also contain:
- 236.1. The names of the Directors present at the meeting; and



- 236.2. 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.
237. There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:
- 237.1. is, or could reasonably be regarded as defamatory of any person.
- 237.2. is irrelevant or immaterial to the proceedings; or
- 237.3. is detrimental to the interest of the Company.
238. 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 Article 237 hereof.
239. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

#### ***Powers of Board***

240. The Board may exercise all such powers of the Company and do all such acts, and things as are not, by the Act and Applicable Law made thereunder, or any other act, or by the Memorandum of Association, or by these Articles, required to be exercised by the Company in General Meeting subject nevertheless to these Articles, to the provisions of the Act and the Applicable Law made thereunder, or any other act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
241. The Board may, subject to the provisions of Section 185 of the Companies Act, 2013 and 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, subject to Applicable Law, allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice.
242. The Board may subject to Section 186 of the Companies Act, 2013 and provisions of Applicable Law, by means of unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

#### ***Restriction on powers of Board***

243. Subject to the provisions of Section 180 of the Companies Act, 2013, the Board of Directors may exercise the following powers, subject to the approval of Company by a Special Resolution:
- 243.1. to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.
- 243.2. to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- 243.3. to borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and Free-Reserves and securities premium, apart from temporary loans obtained from the Company's bankers in the ordinary course of business;
- 243.4. to remit, or give time for the repayment of, any debt due from a Director.

***Contribution to charitable and other funds***

244. The Board of Directors of a Company may contribute to *bona fide* charitable and other funds. A prior permission of the Company in General Meeting (Ordinary Resolution) shall be required for such contribution in case any amount, the aggregate of which, in any financial year exceeds 5% (five percent) of its average net profits for the three immediately preceding financial years.

***Absolute powers of Board in certain cases***

245. Without prejudice to the powers conferred by Section 179 of the Companies Act, 2013 or Applicable Laws or these Articles and so as not in any way to limit or restrict those powers, but subject to the restrictions contained in these Articles or Applicable Law, it is hereby declared that the Directors shall have the following powers:

- 245.1. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- 245.2. To pay any commission lawfully payable under the provisions of Section 40 of the Companies Act, 2013.
- 245.3. To act jointly and severally in all on any of the powers conferred on them.
- 245.4. To appoint and nominate any person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a Meeting of any company or association.
- 245.5. To comply with the provisions of Applicable Law.
- 245.6. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
- 245.7. Subject to Sections 179 and 188 of the Companies Act, 2013 to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
- 245.8. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, Debentures, mortgages, or other Securities of the Company, and such Shares may be issued either as fully Paid Up or with such amount credited as Paid Up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;
- 245.9. To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the Company being or in such manner as they may think fit;
- 245.10. To accept from any Member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
- 245.11. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debentures, perpetual or otherwise charged upon all or any of the Company's property (both present and future).



- 245.12. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
- 245.13. To appoint any person (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
- 245.14. To institute, conduct, defend, compound, refer to arbitration 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 claim or demands by or against the Company.
- 245.15. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same;
- 245.16. To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;
- 245.17. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- 245.18. Subject to the provisions of Sections 179 and 186 of the Companies Act, 2013 to invest and deal with any moneys of the Company upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Companies Act, 2013 all investments shall be made and held in the Company's own name;
- 245.19. 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 whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
- 245.20. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, Dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- 245.21. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, a share in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
- 245.22. To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;
- 245.23. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall

have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;

- 245.24. Before recommending any Dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures, or for special Dividends or for equalized Dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding article), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Companies Act, 2013 to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division, of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
- 245.25. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India, or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- 245.26. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient of comply with;
- 245.27. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.
- 245.28. From time to time and at any time to establish any local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the Members of such local boards and to fix their remuneration.
- 245.29. Subject to Section 179 & 180 of the Companies Act, 2013 from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow or moneys, and to authorise the Members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board



may at any time remove any person so appointed, and may annul or vary any such delegation.

- 245.30. At any time and from time to time under the Seal of the Company, to appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under These Presents and excluding the powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks 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 the Shareholders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;
- 245.31. Subject to Sections 184 and 188 of the Companies Act, 2013 for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
- 245.32. To pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.
- 245.33. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.
- 245.34. To take insurance on behalf of its Managing Director, whole-time Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any Officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

#### ***Establishment of vigil mechanism.-***

246. Company shall establish a vigil mechanism for their Directors and employees to report their genuine concerns or grievances. The Audit Committee shall oversee the vigil mechanism. The vigil mechanism shall provide for adequate safeguards against victimisation of employees and Directors who avail of the vigil mechanism and also provide for direct access to the chairperson of the Audit Committee or the Director nominated to play the role of Audit Committee, as the case may be, in exceptional cases. In case of repeated frivolous complaints being filed by a Director or an employee, the Audit Committee may take suitable action against the concerned Director or employee including reprimand.

#### **MANAGING DIRECTOR**

##### ***Board may appoint Managing Director(s)***

247. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) of the Company for fixed term not exceeding five years at a time 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.

248. The Managing Director shall not exercise any powers under Section 179 of Companies Act, 2013 except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

***Remuneration to Managing Directors/ Whole time Directors***

249. Subject to the provisions of Section 197 of the Companies Act, 2013 and Applicable Law, a Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

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

250. Subject to the provisions of the Act and Applicable Law,—

- 250.1. 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 the Board;
- 250.2. A Director may be appointed as Chief Executive Officer, manager, Company Secretary or Chief Financial Officer subject to provisions of Section 203 of the Companies Act, 2013.
- 250.3. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.
- 250.4. The functions of a Company Secretary shall be in accordance with Section 205 of the Companies Act, 2013 and other Applicable Law.
- 250.5. The powers conferred on the Chief Executive Officer 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 which may from time to time be revoked, withdrawn, altered or varied by the Board.
- 250.6. The Chief Executive Officer shall not exercise any powers under Section 179 of Companies Act, 2013 except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

**POWER TO AUTHENTICATE DOCUMENTS**

251. Any Director or the Company Secretary or any Officer appointed and duly authorised by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records documents or accounts are then, at the office, the manager or other Officer of the Company having the custody thereof and duly authorised by the Board in this behalf, shall have the power to authenticate such documents.



## **THE SEAL**

252. The Board shall provide a common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Seal shall never be used except by the authority of the Board previously given. The Company shall also be at liberty to have an official Seal for use in any territory, district or place outside India.
253. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one Director or the Company Secretary or such other person as the Board may specify/appoint for the purpose; and the Director or the Company Secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. The Board shall provide for the safe custody of the Seal.

## **MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS**

254. Subject to the provisions of the Act the following shall have effect:
- 254.1. Subject to the provisions of the Act and Applicable Law, the Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
- 254.2. Subject to the provisions of the Act and Applicable Law, the Board may at any time establish any local office for managing the affairs of the Company outside India and may appoint any person to be a member of any such local office or any manager or agents and may fix their remuneration and the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed or vary the terms of any such appointment.
- 254.3. The Board may, from time to time under the common seal, authorise any person to be the attorney of the Company to execute deeds on behalf of the Company whether in India or outside India either generally or in respect of specified matters for such period and subject to such conditions as the Board may, from time to time, think fit, and such authorisation may, if the Board thinks fit, be made in favour of any of the members of any local office established as aforesaid, or in favour of any other person.

## **DIVIDENDS AND RESERVE**

### ***Division of profits***

255. The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, and subject to the provisions of these Articles shall be divisible among the Members in proportion to the amount of Capital paid-up on the Shares held by them respectively.

### ***The Company in General Meeting may declare a Dividend***

256. The Company in General Meeting may declare Dividends to be paid to Members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in General Meeting may, however, declare a smaller Dividend. No Dividend shall bear interest against the Company.

### ***Dividend only to be paid out of profits***

257. The Dividend can be declared and paid only out of the following profits;

- 257.1. Profits of the financial year remaining undistributed, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws.
- 257.2. Accumulated profits of the earlier years remaining undistributed, after providing for depreciation u/s 123(2) read with Schedule II and Applicable Laws.
- 257.3. Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government.
- 257.4. No dividend shall be declared or paid by the Company for any financial year except out of the profits of the company for that year arrived at after providing for depreciation or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with the provisions of the Act and remaining undistributed, or out of both or out of such other money as may be permitted.

### ***Transfer to reserve***

258. 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, think fit.
259. 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 to Section 123 of the Companies Act, 2013 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.

### ***Interim Dividend***

260. Subject to the provisions of Section 123 of the Companies Act, 2013 and Applicable Law, the Board may from time to time pay to the Members such interim Dividends as appear to it to be justified by the profits of the Company.

### ***Calls in advance not to carry rights to participate in profits***

261. Where Capital is paid in advance of calls such Capital may carry interest but shall not in respect thereof confer a right to Dividend or participate in profits.

### ***Payment of pro rata Dividend***

262. All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly.

### ***Deduction of money owed to the Company***



263. The Board may deduct from any Dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company.

***Rights to Dividend where Shares transferred***

264. A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer.

***Dividend to be kept in abeyance***

265. The Board may hold in abeyance the Dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transfer of Shares pending registration of transfer in accordance with Section 126 of the Companies Act, 2013 or Applicable Law. The Board may also hold in abeyance Dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists.

***Notice of Dividend***

266. Notice of any Dividend that may have been declared shall be given to the persons entitled to Share therein in the manner mentioned in the Act.

***Manner of paying Dividend***

267. Any Dividend, interest or other monies payable in cash in respect of Shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.
268. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

***Receipts for Dividends***

269. Any one of two or more joint holders of a Share may give effective receipts for any Dividends, bonuses or other monies payable in respect of such Share.

***Non-forfeiture of unclaimed Dividend***

270. No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of the Act in respect of all unclaimed or unpaid Dividends.

**ACCOUNTS**

***Company to keep true accounts***

271. 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 Companies Act, 2013.

272. 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.
273. 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.
274. 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.
275. 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.

#### ***Places of keeping accounts***

276. 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.
277. 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.

### **AUDIT**

#### ***Auditors to be appointed***

278. 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.

#### ***Statutory Auditors***

279. Subject to the provisions of Section 139 of the Companies Act, 2013 and Applicable Laws made thereunder, the statutory auditors of the Company shall be appointed for a period of five consecutive years. Provided that the Company may, at a General Meeting, remove any such auditor or all of such auditors prior to the expiry of the said term in accordance with Section 140 of the Companies Act, 2013 or Applicable Laws and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 139 of the Companies Act, 2013 or Applicable Laws.

#### ***Remuneration of Auditors***

280. The remuneration of the Auditors shall be fixed by the Company in Annual General Meeting or in such manner as the Company in General Meeting may determine.



## **DOCUMENTS AND NOTICES**

### ***Service of documents and notice***

281. A document or notice may be served or given by the Company on/ to any Member personally or sending it by post or registered post or speed post or by Courier to him to his office or 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 Companies Act, 2013 and Applicable Law made thereunder:
282. Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices 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 the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a Meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

### ***Newspaper advertisement of notice to be deemed duly serviced***

283. 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.

### ***Notice to whom served in case of joint shareholders***

284. A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share.

### ***Notice to be served to representative***

285. A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a Member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives of the deceased or assignee 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 entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

### ***Service of notice of General Meetings***

286. 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.

### ***Members bound by notice***

287. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such Shares, previously

to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such Shares.

***Documents or notice to be signed***

288. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed.

***Notice to be served by post or other electronic means***

289. All documents or notices to be served or given by Members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Companies Act, 2013 and the Applicable Law made thereunder.

***Admissibility of micro films, computer prints and documents to be treated as documents and evidence***

290. Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.

All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

**WINDING UP**

291. If the Company shall be wound up whether voluntarily or otherwise the liquidators may, with the sanction of a Special Resolution and any other sanction as may be required under the Act, divide among the Members, in specie or kind, the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not).
292. 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.
293. The liquidators may, with the like sanction and 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, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
294. Any person who is or has been a Director or manager, whose liability is unlimited under the Act, shall, in addition to his liability, if any, to contribute as an ordinary member, be liable to make a further contribution as if he were at the commencement of winding up, a member of an unlimited company, in accordance with the provisions of the Act.



## **BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS**

295. Every Member and other Security holder will use rights of such Member/ Security holder as conferred by Applicable Law or these Articles in a *bonafide manner*, 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, in case any Member/Security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.

## **INDEMNITY**

296. For the purpose of Article 297, the following expressions shall have the meanings respectively assigned below:

- 296.1. "**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;
- 296.2. "**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;
- 296.3. "**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;

### **297. Indemnification**

- 297.1. 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 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).
- 297.2. 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.
- 297.3. The indemnity herein shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification against:
- 297.3.1. 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;
- 297.3.2. Any liability arising due to any benefit wrongly availed by the Indemnified Person;
- 297.3.3. Any liability on account of any wrongful information or misrepresentation done by the Indemnified Person

- 297.3.4. The Indemnified Person shall continue to be indemnified under the terms of the indemnities under these Articles notwithstanding that he may have ceased to be a Director or officer of the Company or of any of its subsidiaries.

## SECRECY

298. Every 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 Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all *bonafide* 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 matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by Applicable Law and except so far as maybe necessary in order to comply with any of the provisions in These Presents and the provisions of the Act.
299. Subject to the provisions of these Articles and the Act no Member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors 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 expedient in the interest of the Company to communicate.



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

Names, Addresses, Occupations and Descriptions of the Subscribers	Number of Equity Shares taken by each subscriber	Names, Address Description & Occupation of Witnesses
1. DAMODAR PRASAD CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	Witness to all the Signatories.  ARUN KUMAR JAGGATRAMKA SO Sri. Giridharilal Jagatramka 1/1, Clydes Row Hastings, Calcutta - 700 022 Chartered Accountants
2. SHYAM SUNDAR CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
3. BANKEY LAL CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
4. VIJAY KUMAR CHOUDHARY S/o. Sri Nanhey Lal Choudhary 33, Vivekanand Road Calcutta - 700 007	100 (One hundred)	
Total	400 (Four hundred)	

Calcutta, Dated 22nd day of July, 1987

**Company Petition No. 7 of 2001**  
Connected with  
**Company Application No. 720 of 2000**

In the High Court at Calcutta  
Original Jurisdiction

.....

**The Hon'ble Justice     }**  
**Mr. Aloke Chakraborty   }**

**President of the Union of India**

**In the Matter of**

**The Companies Act, 1956**

**And**

**In the Matter of**

**An application under Section 391 (2) and 394  
of the said Act ;**

**And**

**In the Matter of**

**Himadri Chemicals & Industries Limited, A  
Company incorporated under the Companies  
Act, 1956 and having its registered office at  
23A, Netaji Subhas Road, 8th floor, Calcutta -  
700 001**

**And**

**In the Matter of**

**Himadri Ispat Limited, a Company incorporated  
under the Companies Act, 1956 and having its  
registered office at 23A, Netaji Subhas Road,  
8th floor, Room No. 15, Calcutta-700 001**

**And**

**In the Matter or**

- 1. Himadri Chemicals & Industries Ltd.**
- 2. Himadri Ispat Limited**

**PETITIONERS**

The above petition coming on for hearing on this day upon reading the said petition the order dated twentyeighth day of November in the year two thousand whereby the above named petitioner No. 2 Himadri Ispat Ltd. (hereinafter referred to as the said transferor Company) and the above named petitioner No. 1 Himadri Chemicals & Industries Limited (hereinafter referred to as the said transferee company) were ordered to convene separate meetings of the equity shareholders of the said transferor company and the said transferee company for the purpose of considering and if thought fit approving with or without modification the proposed Scheme of Amalgamation of the said transferor Company with the said transferee company and annexed to the affidavit of Vimal Kumar Lahoti showing the publication and dispatch of the said notices convening the said meetings. The reports of the Chairpersons of the said meetings both dated the twentyseventh day of December in the year two thousand as to the result of the said meetings And upon reading on the part of the petitioner companies an affidavit of Vimal Kumar Lahoti filed on the eighteenth day of January in the year two thousand and one and the exhibit therein referred to And upon reading the order made herein and dated the ninth day of January in the



(2)

Year two thousand and one And upon hearing Mr. Nilay Sengupta, Advocate for the petitioner companies and Mr. M. K. Goswami, Advocate for the Central Government And it appearing from the said reports that the proposed Scheme of Amalgamation has been approved unanimously by the Equity Shareholders of the said transferor Company and the said transferee company And in view of no objection granted by the Central Government by its letter being no. RD/T/11868 dated the ninth day of February in the year two thousand and one.

This Court doth hereby sanction the proposed 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 April in the year two thousand (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 property, rights and interest of the said transferor company as specified in the first, second and third parts of the Schedule 'B' hereto be transferred from the said transfer date and vest without further act or deed in the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vest 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 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 a period of two weeks from the date hereof; and
5. That the said transferor company and the said transferee company do within a period of sixty days from the date hereof cause the certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That the official Liquidator of this Court do file a report under second proviso to section 394 (1) of the Companies Act, 1956 in respect of the said transferor company within a period of six weeks from the date hereof; and
7. That the said official Liquidator do forthwith serve a copy of the said report to be filled by him upon Mr. Nilay Sengupta, Advocate on Record for the petitioner companies after filing the same
8. That leave be and the same is hereby granted to the said transferee company to apply for dissolution without winding up of the said transferor company after filing the said report by the said official liquidator; and
9. That any person interested shall be at liberty to apply to this Court in the above matter for any directions that may be necessary; and



(3)

10. That the petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at one hundred Gold Mohurs; and
11. That letter issued by the Central Government being No. RD/T/11868 dated ninth day of February in the year two thousand and one shall be filed as of records herein; and
12. That all parties concerned including the official liquidator do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Mr. Ashok Kumar Mathur, Chief justice at Calcutta aforesaid the twentyseventh day of February in the year two thousand and one.

Nilay Sengupta .....Advocate  
S. Bhattacharjee .....Advocate

N.B.: Affidavit of Vimal Kumar Lohati filed on the second day of April in the year two thousand and one with the leave of Court.

sd/-  
for Registrar

**Schedule 'A' above referred to  
Scheme of Amalgamation  
PART.....|**

**DEFINITIONS**

In this Scheme unless inconsistency with the subject on context, the following expressions shall have the following meanings.

1. 'The Act' means the Companies Act, 1956.
2. 'The Transferor Company' means and include Himadri Ispat Limited, a Company incorporated under the provisions of the companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 8th floor, Room No. 15, Calcutta-700 001, in the state of West Bengal (hereinafter referred to HIL)
2. 'The Transferee Company' means and include Himadri Chemicals & industries Limited, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 8th floor, Calcutta - 700 001 in the state of West Bengal (hereinafter referred to as HCIL).
3. 'Appointed Date' means 1st day of April, 2000.
4. 'Undertaking of Transferor Company' means and includes:
  - i) All the properties, assets and liabilities of the transferor Company immediately before the amalgamations.



- 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, movable or immovable, freehold or leasehold, real or personal corporeal or incorporeal in possession or reversion, present or contingent of whatsoever nature wherever situated including land, building, machinery, vehicles, office equipments, inventories, investment in shares, debentures, bonds and other securities. Sundry debtors, cash and other bank balance, loans and advances, lease and all other interests and rights, in or arising out of such properties together with all licenses trade marks import entitlement and other quotas, if any, held applied for or as may be attained hereafter by the transferor company or which the transferor company are entitled to and all debts, liabilities, duties and obligation of the transferor company of whatsoever kind.

### **WHEREAS**

The Transferor company namely

HIL has an authorized share capital of Rs.5,25,00,000 divided into 52,50,000 equity shares of the face value of Rs.10/- each and issued, subscribed and paid up share capital of Rs.3,40,00,000/- divided into 34,00,000 equity shares of the face value Rs.10/- each fully paid up.

The Transferee Company namely HCIL has an authorized capital of Rs.25,00,00,000/- divided into 2,50,00,000 equity shares of Rs.10/- each and issued, subscribed and paid up share capital of Rs.9,96,88,000 divided into 99,68,800 equity share of Rs.10/- each fully paid up in cash.

The Transferee Company is engaged in the business of manufacturing Coal Tar by products and the Transferor Company has set up a new plant for manufacturing of Coal Tar by products.

In view of the commonality of the business of the Companies concerned and in order to pool the resources of the transferor Company and the Transferee Company for the optimum growth and development of the said business and exploitation of the potential thereof, it is considered desirable and expedient to amalgamate the transferor company with the transferee company under the scheme of Amalgamation. The amalgamation will result in the formation of a larger company with a larger capital and financial base and enable the amalgamated companies to conduct and carry on its business more economically, efficiently and profitably to its grater advantage. The Scheme will result in advantages of economies of scale administrative convenience elimination of duplication of work and other benefits and is proposed for the advantages of economies of scale administrative convenience elimination of duplication of work and other benefits and is proposed for the advantages of all the companies and all concerned.

### **PART - II**

1. With effect from the Appointed Date, the undertakings of the Transferor Company shall without further act or deed be transferred to and be vested in the Transferee Company pursuant to Section 394 (2) of the Companies Act, 1956 (hereinafter called the Act) subject to all charges, liens, mortgages, encumbrances, if any, affecting the same or may part thereof.
2. If any suit, affect 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 under takings of the transferor Company or by reason or anything contained in this Scheme but the proceedings, including those by the creditors of the Transferor company, may be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company, if this scheme has not been made.

3. The transfer and vesting of properties and liabilities under clause hereof and the continuance of the proceedings by or against the transferee Company under clause 2 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company on and after the transfer date to the end the intent that the transferee company ~~accepts all acts, deeds, and thing 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 other provisions contained in the scheme all contracts deeds, bonds, licenses, agreements and other document and instruments of whatsoever nature to which the transferor company are party subsisting or having effect immediately before the amalgamation shall in full force and effect against or in favor 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. All the employees, if any, of the transferor company shall become the employees of the transferee company on the terms and conditions which are not in any way less favorable to the employees than transfer without interruption in service as companies to the transferee company. The transferee company agrees that the services of all such workmen and employees, if any, in the transferor company prior to the transfer, as aforesaid shall be taken into account for the purpose of all the benefits to which the said employees may be eligible including for the purpose of payment of provident fund dues, gratuity dues, retrenchment compensation and other terminal benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the transferor company.
6. Subject to an order being made by the Hon'ble High Court, Calcutta, the transferor company shall be dissolved without winding up.
7. Upon the scheme being sanctioned by the Hon'ble High Court at Calcutta and transfer taking place as stipulated under clause 1 hereof.

The transferee company shall without further application issue and allot.

To every member of HIL thirty two equity shares of Rs.10/- each credited as fully paid up for every seven equity shares of Rs.10/- each credited as fully paid up and held by such member in HCIL.

8. (a) All the equity shares in the transferee company to be issued and allotted to the respective shareholders of the respective transferor company in terms of clause 7 above shall rank pari passu in all respects with the existing equity shares of the transferee company.
- (b) No fractioned certificate shall be issued by the transferee company in respect of fractional entitlement under clause 7 above. All such fractioned entitlements shall be consolidated into whole shares and allotted to one of the Directors of



the Transferee Company as a trustee for the sale thereof at such price as may be approved by the Board of directors of the Transferee Company as a trustee for the sale thereof at such price as may be approved by the Board of directors of the transferee company in this regard and for distribution of the sale proceeds to the persons entitled thereto after such sale in proportion to their respective fractional entitlement.

(c) All shareholders of the transferor company shall surrender to the transferee company for cancellation the shares certificates (s) in respect of the shares held by them in the respective transferor company and take all steps to obtain from the transferee company to which such shareholders may be entitled to under clause 7 above.

(d) All the respective shareholders of the respective transferor company shall accept the shares to be allotted and issued to them in the transferee company, as aforesaid, in lieu of their share holdings in the transferor company in full and final satisfaction of all their claims.

9. An account shall be taken of the Assets and liabilities of the respective transferor company on the date immediately proceeding the Appointed Date on the basis of the Books of Account of the transferor company as audited by the auditors and assets and liabilities of the Books of Account of the Transferee Company at the respective book values thereof as appearing in the said Books of Account of the transferor company including the General Reserves and the credit balance in Profit & Loss Account of the transferor company including the general Reserves and Profit & Loss Account respectively of the transferee company.

### PART - III

1. The Transferor Company and the Transferee Company shall make necessary applications to the Hon'ble High Court at Calcutta, for obtaining sanction to this scheme and the transferee company shall also make necessary application to the Hon'ble High Court at Calcutta for the consequent dissolution without winding up of the transferor company.
2. Until the scheme is sanctioned and transfer 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 appointed date. Accordingly, all profits accruing to the transferor companies or losses arising or incurred by the transferor company for the period commencing from Appointed Date shall for all purposes be treated as the profits or losses, as the case may be of the transferee company and the transferor company undertake not to utilize, such profits, if any, for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Date.
3. With effect from the Appointed Date and up to and including the date on which the undertaking of the transferor company is duly transferred to the transferee company as provided herein, the transferor companies shall be deemed to have held and stood possessed of the properties so as to be transferred to the transferee company for and on account of and in trust for the transferee company and accordingly, the transferor company shall not without the prior written consent of the transferee company alienate, charge or otherwise deal with or dispose of the said undertaking or any part thereof except in usual course of business.
4. The transferee company shall pay all costs, charges and expenses of an incidental to this Scheme of Amalgamation and the carrying out of the same into effect.



5. This Scheme is conditioned upon and subject to the following:
- The Scheme being approved by the requisite majorities of the transferor company and the transferee company and its being sanctioned by the Hon'ble High Court at Calcutta.
  - The certified copies of this order of the Hon'ble High Court at Calcutta sanctioning the scheme being filed by the transferor company and the transferee company with the Registrar of Companies, West Bengal.
6. The transferor company and the transferee company shall also obtain such other consents or approvals as may be required under any statute or contract not specifically referred to in this scheme.
7. The Board of Directors of the Companies and the transferee company or any person authorized by them may assent on behalf of all concerned to and modifications to the Scheme of Amalgamation or to any condition which the Hon'ble Calcutta High court at Calcutta or the Government or any other authority may impose or which the said Board of Directors may, in their sole discretion, think fit and the Board of Directors may do all such act, things and deeds as may be necessary desirable, expedient and/or appropriate for the purpose of implementing this scheme and/or to settle any question doubt or difficulty regarding the implementation of this scheme or otherwise arising under the scheme or in any manner connected therewith.

sd/-  
for Registrar

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

of Himadri Ispat Limited

##### PART - I

Short description of the freehold assets and properties of the transferor company being petitioner No. 2 namely, Himadri Ispat Limited.

	Market Value	As on 31/03/2000
1. Factory Land	7,27,95,000.00	1,60,00,980.50
2. Factory shed & building	3,18,75,000.00	1,01,52,000.00
3. Plants & Machinery	4,15,00,000.00	17,42,500.00
4. Office Room & Godown	7,006.87	7,006.87
5. Dies & Moulds	74,75,000.00	21,25,000.01
6. Tube well	1,727.14	1,727.14
7. Furniture & Fittings	11,604.09	11,604.09
8. Cycle	4,874.55	4,874.55
9. Office equipments	87,422.63	87,422.63
10. Electrical fittings	2,012.65	2,012.65
11. Motor cycle	1,440.05	1,440.05
	<hr/> 15,37,61,087.60	<hr/> 3,01,36,568.49
Capital work in progress		<hr/> 1,64,28,857.12



(8)

**PART - II**

Short description of the leasehold property of the transferor company being petitioner no. 2 namely Himadri Ispat Limited.

**NIL**

**PART - III**

short description of all stocks, shares, debentures and other chooses in action of the transferor company being petitioner No. 2 namely Himadri Ispat Limited.

**a: INVESTMENTS (at cost)**

**Quoted**

No. of shares	Name of the Company	Amount (Rs.)
1275	ACC	1,95,125.00
540400	Himadri Chemicals & Industries Ltd	54,17,150.00
435000	Himadri Credit & Finance Ltd.	43,50,000.00
8000	Trans chem Ltd.	2,40,000.00
<b>Unquoted</b>		
250000	Himadri Dyes & Intermediates Ltd.	25,00,000.00
10000	Himadri Coke & Petro Ltd.	1,00,000.00
70000	Himadri Industries Ltd.	21,00,000.00
		<hr/>
		1,49,02,275.00

b. Inventories 2,92,538.74

c. Cash in hand 1,60,324.79

d. Cash at Bank (schedule bank in current a/c)

Bank of Madura Ltd.	1420.26	
Central Bank of India Super	21312.37	
Liluah Co-operative Bank	374.90	
Standard Charterd Bank	30298.05	
.....		53,405.58

e. Fixed deposit (CBI) 5,00,000.00

f. Earnest money security deposit 3,27,018.50

g. Tax Deducted at source 5,88,516.50

h. Details of advances

Advance sales tax (W.B.)	72741.88	
Shares application money	54,50,000.00	
SBI	6400.00	
Other advances	361165.86	
.....		58,90,307.74

i. Deferred revenue expenses 1,05,350.00

sd/-

For REGISTRAR

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH**

**C.P. (CAA) No. 547/2019**

**C.A. (CAA) No. 1008/KB/2018**

**In the matter of Companies Act, 2013; Section - 230-232**

**AND**

**In the matter of: EQUAL COMMODEAL PRIVATE LIMITED**

**AND**

**HIMADRI SPECIALITY CHEMICAL LIMITED**

**Certified Copy of the Order date 14.10.2019 passed by this Bench.**



**NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
KOLKATA**

CP (CAA) No. 547/KB/2019 connected with  
CA (CAA) No. 1008/KB/2018

IN THE MATTER OF  
The Companies Act, 2013;

And

IN THE MATTER OF  
Section 230 read with Sections 232 and Other applicable  
provisions of the Companies Act, 2013.

And

IN THE MATTER OF  
**EQUAL COMMODEAL PRIVATE LIMITED,**  
having its registered office at 72/4 Shambhunath Pandit  
Street, Kolkata - 700025 within the aforesaid jurisdiction  
.....Transferor Company

And

IN THE MATTER OF  
**HIMADRI SPECIALITY CHEMICAL LIMITED**  
having its registered office at 23A, Netaji Subhas Road, 8th  
Floor Suit No. 15, Kolkata - 700001 within the aforesaid  
jurisdiction.

.....Transferee Company

And

IN THE MATTER OF  
1. Equal Commodeal Private Limited  
And  
2. Himadri Speciality Chemical Limited

.....Petitioners

**Coram Shri Jinan K.R., Member (Judicial)**  
**Shri Harish Chander Suri, Member (Technical)**

**For the Applicants:**

1. Ms. Manju Bhuteria, Advocate
2. Mr. Arkodeb Sinha, Advocate
3. Mr. Sitikanta Mitra, Advocate
4. Ms. Aditi Jhunjhunwala, PCS
5. Ms. Khusboo Jain, PCS

Mr. Ajit Singh, Assistant Director, Office of the Regional Director, Eastern Region, Ministry of Corporate Affairs

Date of Pronouncement of the Order: 14.10.2019

**ORDER**

Per Shri Harish Chander Suri, Member (Technical)

1. The object of the petition is to ultimately obtain the sanction of this Tribunal to a Scheme of Amalgamation under sections 230-232 and other applicable provisions of Companies Act, 2013, whereby and whereunder the entire undertakings of Equal Commodore Private Limited, the Transferor Company, as a going concern together with all the assets and liabilities relating thereto is proposed to be transferred to be vested in Himadri Specialty Chemical Limited, the Transferee Company, on the terms and conditions and in the manner fully stated in the Scheme of Amalgamation. A copy of the Scheme of Amalgamation is annexed with the Petition and marked as "A".
2. The Transferor Company is a 100% wholly owned subsidiary of the Transferee Company.
3. The Transferee Company is a listed company with its shares being traded in the BSE Ltd. and National Stock Exchange India Ltd.
4. It has been stated in the petition that the instant amalgamation of the Transferor Company with the Transferee Company will allow the optimum growth, development and diversification of the businesses with the combined resources of the said companies and for centralizing the asset base and resources to result in the better management and effective utilization of resources thereby resulting in lowering of overall costs and increase in overall productivity, it is considered expedient and desirable to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in the Scheme of Amalgamation.
5. It is further stated that the Scheme of Amalgamation will result in economies of scale, reduction in overhead and other expenses, reduction in administrative and procedural work, elimination of duplication of work, better and more productive and effective utilization of the resources of the applicant companies to enable the applicant companies to effect internal economies and optimize productivity.
6. The Scheme of Amalgamation will have beneficial results for all the applicant companies concerned, their shareholders, employees, creditors and all concerned.
7. The Board of Directors of the Petitioner Companies have, at their respective meetings held on 13th August, 2018, by resolutions passed unanimously, approved the Scheme of Amalgamation and the same was disclosed to the BSE Ltd. and the National Stock Exchange of India Limited by letter dated 13th August, 2018, pursuant to Regulation 30 of the SEBI(LODR) Regulations, 2015. The copies of Board Resolutions of Transferor Company and Transferee Company are annexed with the Petition and collectively marked with letter "H-1" and "H-2" respectively and disclosure to the stock exchanges made under Regulation 30 is annexed with the Petition and marked with letter "H-3".
8. It is stated that in the Petition that the Transferee Company has filed the Scheme with the Bombay Stock Exchange and National Stock Exchange of India Ltd. for the purpose of disclosure as required under paragraph 7 of Circular No. CFD/DIL3/CIR/2017/12 dated 10th March, 2017 read with Circular No. CFD/DIL3/CIR/2018/2 dated 3rd January, 2018 issued by the Securities Exchange Board of India. The copies of the e-mail sent to the Stock Exchanges are annexed with the Petition and collectively marked with letter "I" and the copies of the Circulars dated 10th March, 2017 and 3rd January, 2018 are annexed with the Petition and collectively marked with letter "J".
9. It is stated in the Petition that no Valuation Report and Share Exchange Ratio is required since the Amalgamation is between a holding and wholly owned subsidiary company and upon amalgamation the shares to the subsidiary company shall stand cancelled.
10. It is stated in the Petition that the Scheme of Amalgamation becoming effective, the Petitioner Companies shall abide by the Accounting Standards as prescribed under the Companies Act, 2013 and as certified by the Auditor of the



Transferee Company. The copy of the certificate issued by the Auditor of the Transferee Company is annexed with the Petition and marked as "N".

11. It is also stated that there are no proceedings pending under sections 235 to 251 of the Companies Act, 1956 or Sections 217,219,221,224 and 225 of the Companies Act, 2013 against any of the Petitioner Companies.
12. It is stated that no other investigation of other proceeding are pending against any of the Petitioner Companies.

13. It is stated that the Scheme of Amalgamation is not violative of any existing laws or regulations.

14. The Tribunal had passed an order dated 1st May, 2019 in the Petition bearing CP (CAA) No. 547/KB/2019 connected with CA (CAA) No. 1008/KB/2018, and directed publication to be effected of the hearing of the Petition, issuance of the notices of this Petition to the statutory authorities for their objections, if any.

15. In compliance with the order dated 1st May, 2019, passed in CP(CAA) No. 547/KB/2019 connected with CA(CAA) No. 1008/KB/2018, the Petitioner Companies have filed affidavit of service duly affirmed on 31st May, 2019 evidencing publication of notice in the newspapers and service upon the Central Government and Statutory Authorities.

16. The Regional Director, Eastern Region, Ministry of Corporate Affairs vide its affidavit affirmed on 12th June, 2019 has given the observations of the Central Government and the Petitioner Companies have filed rejoinder vide affidavit affirmed on 18th June, 2019.

17. The Regional Director, Eastern Region, Ministry of Corporate Affairs vide its affidavit affirmed on 7th August, 2019 has given observations of the Central Government as under:

"2. That the observations of the Central Government on the scheme are as under:

- (a) It is submitted that on perusal of the rejoinder filed by the Petitioner Companies, the submissions in paragraph 4 regarding verified statement for fees paid for Authorized share capital and the undertaking to comply section 232 (3) (1) of the Companies Act, 2013 may be considered by the Hon'ble Tribunal."

18. The Petitioner Companies have filed supplementary affidavit affirmed on 2nd August, 2019 stating as under:

"2. We are in receipt of an undated letter from the office of the Joint Commissioner of Income Tax (OSD), Central Circle - 2 (1), Kolkata, I have read and understood the meaning, scope and purport thereof.

3. With reference to the said letter, we say that paragraph 4 mentions that an appeal for AY 2014-2015 is pending before the Ld. CIT (A)/Kolkata against the Transferor company, Since the appeal is pending, the question of any payment at the present stage does not arise. The Transferee Company undertakes that the said appeal will be continued by the Transferee Company in accordance with the applicable laws. We further submit that Part IV of the Scheme provides that any legal proceedings and /or any suits, appeal pending etc, against the Transferor Company will be continued by the Transferee Company. We humbly submit that the said Scheme allowed."

19. The Petitioner Companies have further submitted affidavit affirmed on 3rd October, 2019 stated as below:

2. It is submitted that the Petitioner Companies have pursuant to the order dated 1st May, 2019 served a copy of the Notice for hearing of petition in CAA 3 to the various authorities as mentioned in the said Order and has also caused publication for hearing of the Company Petitions in the newspapers being "Financial Express" and "Aajkal" on 15th May, 2019 as per the directions in the Order and that no other objections has been received by the Petitioner Companies by the public at large.

3. It is submitted that observations were received from the Income Tax Authority vide their undated letter from the office of Joint Commissioner of Income Tax (OSD) Central Circle 2 (1), Kolkata and the response thereto has been submitted by way of our affidavit dated 2<sup>nd</sup> August, 2019 submitted with their good office on 5<sup>th</sup> August, 2019.
4. It is submitted that at the hearing held on 3<sup>rd</sup> October, 2019 in the said matter, the Hon'ble Tribunal has enquired the applicability of the Competition Act, 2002.
5. It is submitted that the present scheme of amalgamation does not fall in the meaning of "combination" as provided in section 5 of the Competition Act, 2002 and the Rules thereunder."
20. The Official Liquidator attached to the Hon'ble High Court, Calcutta, vide his report dated 14<sup>th</sup> June, 2019 has observed that on the basis of information submitted by the Petitioner Companies, the Official Liquidator is of the view that the affairs of the aforesaid Petitioner Companies do not appear to have been inducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the Companies Act, 1956/ the Companies Act, 2013 whichever is applicable.
21. Heard the arguments of Ld. Counsel appearing for the Petitioner Companies the Assistant Director, Office of the Regional Director, Eastern Region, Ministry of Corporate Affairs and after going through the documents available on record, the following orders in terms of prayers made by the Petitioner Companies are passed by this Tribunal:

#### **ORDER**

- a) The Scheme of Amalgamation, being annexed as G with the Petition, is sanctioned by this Tribunal to be binding with effect from 1<sup>st</sup> April 2018, being the appointed date, to be binding on the Transferor Company and the Transferee Company and their respective shareholders and all concerned including those mentioned in the Scheme of Amalgamation.
- b) All the property, estate, assets, rights, title and interests including accretions and appurtenances of Equal Commodore Private Limited/Transferor Company thereto shall be transferred to and vested in or be deemed to have been transferred to and vested in Himadri Speciality Chemical Limited / Transferee Company, as a going concern, so as to become with effect from the Appointed Date and accordingly, the same shall be transferred to and vest without any further deed of act in Himadri Speciality Chemical Limited / Transferee Company, pursuant to section 230 (7) of the Companies Act, 2013 for all estates and interest of the Equal Commodore Private Limited / Transferor Company.
- c) All the liabilities and duties of Equal Commodore Private Limited/Transferor Company, ~~are transferred without any further act or deed to Himadri Speciality Chemical Limited/ Transferee Company~~, and accordingly, the same shall be, pursuant to section 230 (7) of the Companies Act, 2013, transferred to and become the liabilities and duties of Himadri Speciality Chemical Limited/ Transferee Company.
- d) All suits and/or appeals and/or any proceedings of whatsoever nature now pending by or against Equal Commodore Private Limited/Transferor Company, or relating to or in any way connected with Equal Commodore Private Limited/Transferor Company, be continued by or against the Himadri Speciality Chemical Limited / Transferee Company.
- e) The Transferor Company and Transferee Company, do within 30 days of the date of obtaining certified copy of this Order, cause a certified copy of the order to be delivered to the Registrar of Companies, West Bengal for registration.

In the event any of the Petitioner companies supply a computerized print out of the Scheme of Amalgamation in acceptable form in the Department, the Department will append such computerized print out upon verification, to the certified copy of this order without insisting on a handwritten copy thereof.



Equal Commodeal Private Limited/Transferor Company, be dissolved without winding up and all records of and relating to the Equal Commodeal Private Limited/Transferor Company, be transferred and merged with the records of and related to the Transferee Company, namely, Himadri Speciality Chemical Limited, by the Registrar of Companies, West Bengal.

Any person interested, shall be at liberty to apply to this Tribunal in the above matter for such directions as may be necessary.

22. The Company Petition No CP (CAA) No. 547/KB/2019, Connected with CA (CAA) No. – 1008/KB/2018 is disposed of.
23. Urgent Photostat copy of this order, if applied for be supplied to the parties, subject to compliance with all requisite formalities.

Sd/-

Harish Chander Surl  
Member (Technical)

Sd/-

Jinan K.R.  
Member (Judicial)

Signed on this, the 14<sup>th</sup> day of October, 2019

**Form No, CAA.7**

**[Pursuant to section 232 and rule 20]**

**IN THE NATIONAL COMPANY LAW TRIBUNAL**

**KOLKATA BENCH**

CP (CAA) No. 547/KB/2019

connected with

CA (CAA) No. 1008/KB/2018

**IN THE MATTER of**  
**The Companies Act, 2013**

**And**

**IN THE MATTER OF**  
**Section 230 read with section 232 and other applicable provisions of the Companies Act, 2013;**

**And**

**IN THE MATTER OF**  
**EQUAL COMMODEAL PRIVATE LIMITED**, having its registered office at 72/4 Shambhunath Pandit Street, Kolkata – 700025 within the aforesaid jurisdiction.

.....Transferor Company

**And**

**THE MATTER OF**  
**HIMADRI SPECIALITY CHEMICAL LIMITED**, having its registered office at 23A, Netaji Subhas Road, 8<sup>th</sup> Floor Suit No. 15, Kolkata 700001 within the aforesaid jurisdiction.

.....Transferee Company

**And**

**IN THE MATTER OF**  
**Equal Commodeal Private Limited**

**And**

**Himadri Speciality Chemical Limited**

.....Petitioners

**Order Under Sections 230 and 232 of the Companies Act, 2013**

1. The above Company Petition coming on for further hearing on the 03<sup>rd</sup> October, 2019 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 14<sup>th</sup> October, 2019.
2. The object of this Petition is to ultimately obtain the sanction of this Tribunal to a Scheme of Amalgamation under Sections 230-232 and other applicable provisions of Companies Act, 2013, whereby and where under the entire undertakings of Equal Commodeal Private Limited, the Transferor Company, as a going concern together with all the assets and liabilities relating thereto is proposed to be transferred to and be vested in Himadri Speciality Chemical Limited / Transferee Company, on the terms and conditions and in the manner fully stated in the Scheme of Amalgamation. A copy of the Scheme of Amalgamation is annexed with the Petition and marked as A".



3. The Transferor Company is a 100% wholly owned subsidiary of the Transferee Company.
4. The Transferee Company is a listed company with its shares being traded in the BSE Ltd. and National Stock Exchange India Ltd.
5. It has been stated in the Petition that the instant amalgamation of the Transferor Company with the Transferee Company will allow the optimum growth, development and diversification of the businesses with the combined resources of the said companies for centralizing the asset base and resources to result in better management and effective utilization of resources thereby resulting in lowering of overall costs and increase in overall productivity, efficiency and profitability, it is considered expedient and desirable to amalgamate the Transferor Company with Transferee Company in the manner and on the terms and conditions stated in the Scheme of Amalgamation.
6. It is further stated that the Scheme of Amalgamation will result in economies of scale, reduction in overhead and other expenses, reduction in administrative and procedural work, elimination of duplication of work, better and more productive and effective utilization of the resources of the applicant companies to enable the applicant companies to effect external economies and optimize productivity.
7. The Scheme of Amalgamation will have beneficial results for all the Applicant Companies concerned, their shareholders, employees, creditors and all concerned.
8. The Board of Directors of the Petitioner Companies have, at their respective meetings held on 13<sup>th</sup> August, 2018, by resolution passed unanimously, approved the Scheme of Amalgamation and the same was disclosed to the BSE Ltd and the National Stock Exchange of India Limited by letter dated 13<sup>th</sup> August, 2018, pursuant to Regulation 30 of the SEBI (LODR) Regulations, 2015. The copies of Board resolutions of Transferor Company and Transferee Company are annexed with the petition and collectively marked with letter "H-1" and "H-2" respectively and disclosure to the stock exchanges made under Regulation 30 is mixed with the Petition and marked with letter "H-3".
9. It is stated in the Petition that the Transferee Company has filed the scheme with the Bombay Stock Exchange and National Stock Exchange India Ltd. for the purpose of disclosure as required under paragraph 7 of Circular No CFD/DIL3/CIR/2017/12 dated 10<sup>th</sup> March, 2017 read with Circular No. CFD/DIL3/CIR/2018/2 dated 3<sup>rd</sup> January, 2018 issued by the Securities Exchange Board of India. The copies of the e-mail sent to the Stock Exchanges are annexed with the Petition and Collectively marked with letter "I" and the copies of the Circular dated 10<sup>th</sup> March, 2017 and 3<sup>rd</sup> January, 2018 are annexed with the Petition and collectively marked with letter "J".
10. It is stated in the petition that no valuation report and share exchange ratio is required since the Amalgamation is between and holding a wholly owned subsidiary company and upon amalgamation the shares of the subsidiary company shall stand cancelled.
11. It is stated in the Petition that the Scheme of Amalgamation becoming effective, the Petitioner companies shall abide by the Accounting Standards as prescribed under the Companies Act, 2013 and certified by the Auditor of the Transferee Company. The copy of the certificate issued by the Auditor of the Transferee Company is annexed with the Petition and marked as "N".
12. It is also stated that there are no proceedings pending under section 235 to 251 of the Companies Act, 1956 or Sections 217, 219, 221, 224 and 225 of the Companies Act, 2013 against any of the Petitioner Companies.
13. It is stated that no other investigation or other proceedings are pending against any of the Petitioner Companies.
14. It is stated that the Scheme of Amalgamation is not violative of any existing laws of regulations.

15. The Tribunal had passed an order dated 1<sup>st</sup> May, 2019 in the Petition hearing CP (CAA) No. 547/KB/2019, connected with CA (CAA) No. 008/KB/2018, and directed publication to be effected of the hearing of this Petition, issuance of the notices of this Petition to the Statutory authorities for their objections, if any.
  16. In compliance with the order dated 1<sup>st</sup> May, 2019, passed in CP (CAA) No. 547/KB/2019, connected with CA (CAA) No. 1008/KB/2018, the Petitioner Companies have filed affidavit of service duly affirmed on 31<sup>st</sup> May, 2019 evidencing publication of notice in the newspapers and service upon the Central Government and Statutory Authorities.
  17. The Regional Director, Eastern Region, Ministry of Corporate Affairs vide affidavit affirmed on 12<sup>th</sup> June, 2019 has given the observations of the Central Government and the Petitioner Companies have filed rejoinder vide affidavit affirmed on 18<sup>th</sup> June, 2019.
  18. The Regional Director, Eastern Region, Ministry of Corporate Affairs vide affidavit affirmed on 7<sup>th</sup> August, 2019 has given the observations of the Central Government as under :
    - (a) It is submitted that on perusal of the rejoinder filed by the Petitioner Companies, the submissions in paragraph 4 regarding verified statement for fees paid for Authorized share capital and the undertaking to comply section 232(3)(i) of the Companies Act, 2013 may be considered by the Hon'ble Tribunal."
  19. The Petitioner Companies have filed supplementary affidavit affirmed on 2<sup>nd</sup> August, 2019 stating as under :
  20. We are in receipt of an undated letter from the office of the Joint Commissioner of Income Tax (OSD), Central Circle- 2(1), Kolkata. I have read and understood the meaning, scope and purport thereof.
  21. With reference to the said letter, we say that paragraph 4 mentions that an appeal for AY 2014-2015 is pending before the Ld. CIT(A)/Kolkata against the Transferor Company. Since the appeal is pending, the question of any payment at the present stage does not arise. The Transferee Company undertakes that the said appeal will be continued by the Transferee Company and steps will be taken by the Transferee Company in accordance with the applicable laws. We further submit that Part IV of the Scheme provides that any legal proceedings and/or any suits, appeal pending etc., against the Transferor Company will be continued by the Transferee Company. We humbly submit that the said Scheme be allowed."
  20. The Petitioner Companies have further submitted affidavit affirmed on 3<sup>rd</sup> October, 2019 stating as below :
  22. It is submitted that the Petitioner Companies have pursuant to the Order stated 1<sup>st</sup> May, 2019 served a copy of the Notice for hearing of petition in CAA to the various authorities as mentioned in the said Order and had also caused publication for hearing of the Company Petition in the newspapers being "Financial Express" and "Aajkal" on 15<sup>th</sup> May, 2019 as per the directions the said Order and that no other objections has been received by the Petitioner Companies by the public at large.
  23. It is submitted that observations were received from the Income Tax Authority vide their undated letter from the office of Joint Commissioner of Income Tax (OSD), Central Circle 2 (1), Kolkata and the response thereto has been submitted by way of our affidavit dated 2<sup>nd</sup> August, 2019 submitted with your good office on 5<sup>th</sup> August, 2019.
- It is submitted that at the hearing held on 3<sup>rd</sup> October, 2019 in the said matter, the Hon'ble Tribunal has enquired the applicability of the Competition Act, 2002.
- It is submitted that the present scheme of amalgamation does not fail within the meaning of 'combination' as provided in section 5 of the Competition Act, 2002 and the Rules thereunder."



24. The Official Liquidator attached to the Hon'ble High Court, Calcutta, vide his report dated 14<sup>th</sup> June, 2019 has observed that on the basis of information submitted by the Petitioner Companies, the Official Liquidator is of the view that the affairs of the aforesaid Petitioner companies do not appear to have been conducted in a manner prejudicial of the interest of its members or to public interest as per the provisions or the Companies Act, 1956/the Companies Act, 2013, whichever is applicable.
25. Hear the arguments of Ld. Counsel appearing for the Petitioner Companies, the Assistant Director, Office of the Regional Director, Eastern Region, Ministry of Corporate affairs and after going through the documents available of record, the following orders in terms of prayers made by the Petitioner Companies are passed by this Tribunal:

**THIS TRIBUNAL DOTH ORDER**

- a) The Scheme of Amalgamation, being Annexed as G with the Petition, is sanctioned by this Tribunal to be binding with effect from 1<sup>st</sup> April, 2018 being the appointed date, to be binding on the Transferor Company and the Transferee Company and their respective shareholders and all concerned including those mentioned in the Scheme of Amalgamation.
- b) All the property, estate assets, rights, title and interests including accretions and appurtenances of Equal Commodeal Private Limited/ Transferor Company thereto shall be transferred to and vested in or be deemed to have been transferred to and vested in Himadri Speciality Chemical Limited / Transferee Company, as a going concern, so as to become with effect from the Appointed date and accordingly, the same shall be transferred to and vest without any further deed or act in Himadri Speciality Chemical Limited / Transferee Company, pursuant to section 230(7) of the Companies act, 2013 for all estates and interest of the Equal Commodeal Private Limited/Transferor Company.
- c) All the liabilities and duties of Equal Commodeal Private Limited/Transferor Company are transferred without any further act or deed to Himadri Speciality Chemical Limited / Transferee Company, and accordingly the same shall be, pursuant to section 230 (7) of the Companies Act, 2013 transferred to and become the liabilities and duties of Himadri Speciality Chemical Limited / Transferee Company.
- d) All suits and/ or appeals and/or any proceedings of whatsoever nature now pending by or against Equal Commodeal Private Limited/Transferor Company, or relating to or in any way connected with Equal Commodeal Private Limited/Transferor Company, be continued by or against the Himadri Speciality Chemical Limited / Transferee Company.
- e) The Transferor Company and Transferee Company, do within 30 days of the date of obtaining certified copy of this Order, cause a certified copy of the Order to be delivered to the Registrar of Companies, West Bengal for registration.
- f) In the event any of the Petitioner Companies supply a computerized print out of the Scheme of Amalgamation in acceptable form in the Department, the Department will append such computerized print out upon verification to the certified copy of this order without insisting on a handwritten copy thereof.
- g) Equal Commodeal Private Limited/Transferor Company, be dissolved without winding up and all records of and relating to the Equal Commodeal Private Limited/Transferor Company, be transferred and merged with the records of and related to the Transferee Company, namely, Himadri Speciality Chemical Limited, by the Registrar of Companies , West Bengal.
- h) Any person interested, shall be at liberty to apply to this Tribunal in the above matter for such directions as may be necessary.

The Company Petition No. cp (CAA) No. 547/KB/2019, connected with CA (CAA) No 1008/KB/2018, is disposed of.

**Witness:**

Sri Jinan K R, Hon'ble Member (Judicial) and Sri Harish Chander Suri Hon'ble Member (Technical) at Kolkata aforesaid on the 14<sup>th</sup> October, 2019.

S. Jaykishan, CA for petitioners

Ajit Singh, A.D. (R.D., E.R)

**Schedule of Assets**

**First Part – I**

**(As per Annexure)**

**Second Part – II**

**(As per Annexure)**

**Third Part – III**

**(As Per Annexure)**

**Sd/-**

**Registrar-In-charge  
National Company Law Tribunal  
Kolkata Bench**

**Dated, the 6<sup>th</sup> day of November, 2019.**



**SCHEME OF AMALGAMATION**

**UNDER SECTION 230 -232 OF THE COMPANIES ACT, 2013**

**BETWEEN**

**EQUAL COMMODEAL PRIVATE LIMITED**

**(TRANSFEROR COMPANY)**

**AND**

**HIMADRI SPECIALITY CHEMICAL LIMITED**

**(TRANSFeree COMPANY)**

## PART I: PREAMBLE

- 1.1. This Scheme of Merger (hereinafter referred to as the "Scheme") is presented under sections 230 – 232 of the Companies Act, 2013 ("the Act") and such other provisions of law as may be applicable and provides for the merger of Equal Commodal Private Limited ("ECPL") hereinafter referred to as the "Transferor Company" with Himadri Speciality Chemical Limited ("HSCL" or the "Transferee Company").
- 1.2. ECPL ("Transferor Company") is an unlisted Private Company incorporated under the provisions of the Companies Act, 1956 on March 09, 2011 having CIN:U51909WB2011PTC160507 in the State of West Bengal having its Registered Office at 72/4, Shambhunath Pandit Street, Kolkata – 700026, West Bengal.
- 1.3. ECPL is a Wholly Owned Subsidiary (WOS) of HSCL. The main objects as its stated in its memorandum are as follows:
  - a. To carry on, *\*whether directly or through its subsidiary or joint venture companies, the business of trader, buyers, sellers retails, suppliers, commission agents, broker merchants, sub-agents, wholesaler's retailer's, indenting agents, stockists, distributors, dealers, buying, selling, marketing net marketing, whole selling consignor, supplying distributor, dealer of all types of readymade garments, lifestyle products, furnishings and to operate retail stores and also act as C&F agents, broker, franchisee for all types of business including readymade garments, forum and lifestyle products, homecare products and dealing in herbs, herbal products and natural derivatives' for a enhancing mental power and physical strength, Preferable electronics & electrical goods, consumer goods, household goods Industrial Goods, Engineering goods, Electrical and Electronics products, Food articles, Sugar, Spices, Pulses, Agricultural products and its by products, non-conventional energy products. Hardware and stores, Plant and machinery, stores, spare parts and accessories commercials, natural and man-made fibre, clothes and fabrics, garments, synthetic and polythene products, laminated cloth jute and jute goods, packing materials, paper and paper products, plastics and plastic products, polythene and polythene products, Granules, Petro-Chemicals and petroleum products, \*Coke tar, tar by-products, any kind of by-products based on Coal Tar distillation including Naphthalene, SNF, battery Cell, Carbon Black and all types of advanced carbon materials, leather and leather products, Footwear rubber and rubber products, Carpets, plantation crops i.e. tea, cotton coffee, tobacco, vegetables and other eatables, milk and milk products, confectionaries, Ice-cream, dairy products, spices, pickles, kirana food products, marine products, sea foods, paper, sugar & molasses, medicines, drugs, pharmaceuticals, cosmetics goods, all kinds of cements, steels, zinc & alloys, scraps, minerals & materials, oro, petroleum products, industrial and other gases, alcohol, edible and non-edible oils & oil seeds, fats, soap, detergents, adhesive, Paint & varnishes, dyes & chemical fertilizers, manures, drugs & pesticides, acids, wood & wood Products, furnishing materials, building automobile parts & devices, electronic goods, Computers, Computer software & hardware, watches, novelties, bullion, precious stones, work of art, antiques, curious, jewelry.*
  - b. To carry on the business or businesses of a holding and investment company, and to buy, underwrite and to invest in and acquire and hold shares, stocks, debentures, debenture stock, bonds, obligation or securities of companies or partnership firms or body corporates or any other entities whether in India or elsewhere either singly or jointly with any other person(s), body corporate or partnership firm or any other entity carrying out or proposing to carry out any activity whether in India or elsewhere in any manner.
  - c. To lend and advance money and assets of all kinds or give credit on any terms or mode and with or without security to any individual, firm, body corporate or any other entity (including without prejudice to the generality of the foregoing any holding



*company, subsidiary or associate company of, or any other company whether or not associated in any way with, the company), to enter into guarantees, contracts of indemnity and suretyship of all kinds, to receive money on deposits or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or associate company of, or any other company associated in any way with, the company).*

- 1.4. HSCL is a public limited company listed with the stock exchanges, incorporated on July 28, 1987 under the provisions of the Companies Act, 1956 having CIN: L27106WB1987PLC042756 and having its registered office at 23A, Netaji Subhas Road, Kolkata – 700001, West Bengal.
- 1.5. HSCL is a manufacturer of carbon chemical and its by-products since its inception. HSCL is engaged in the distillation of Coal tar to manufacture Naphthalene, battery cell, carbon black and all types of advanced carbon materials etc. The main objects to be pursued by the Company on its incorporation as stated in the memorandum *inter-alia* are as follows:
  - a. *To carry on the business of Manufacturers and processors of dealers in, exporters and importers of all grades, types, qualities, shapes, categories and description of alloy, tool and special steels, Including alloy constructional steel In carbon, manganese, nickel, chromium, nickel-chromium (NiCr), nickel-chromium molybdenum (Nicrob), chromium molybdenum corrosion resisting steels, stainless and heat resisting steels, free cutting steels, silicon manganese steels, spring steels, carbon and alloy tool and die steels, high speed steels, cold and hot working steels, armour steels, magnet steels, electrical steels, hot rolled and cold rolled grunion oriented electrical steels, all types of alloying materials required for manufacture of alloy, tool and special steels such as Ferro-silicon, Ferro-manganese, Ferro-vanadium, Ferro molybdenum, Ferro-tungsten, Ferrochrome, silicon-manganese, Ferro-vanadium, Ferromolybdenum, Ferro-tungsten, ferrochrome, silicon-manganese, silicon-calcium, nickel, copper, cobalt aluminum, baronatanium niobium, pig Iron, cast iron, scrap Iron, wrought Iron, mild steel castings and steel forgings in all the categories of steel described herein above, all types of refractory bricks and materials coke tar, and tar byproducts, ferrous and non-ferrous metals and products thereof, Ingots, Slabs, billets, sheets, sections angles, wires strips flats, rounds and as processor of metal, ferrous and non-ferrous, Into castings, forgings, rolling, re-rolling, galvanizing, drawing, extruding Including of finished or semi-finished goods. Agricultural equipment's, Automobile parts, Machine tools, other hand tools, jigs, fixtures, tine blades, tubes, pipes and to act as metal workers machines, iron & steel worker, smiths, metallurgists & buyers and sellers of all Items mentioned above and Hard wares and allied products.*
  - b. *To carry on the business of iron founders, Civil and mechanical engineers, consulting engineers, project engineers, technical consultants, and manufacturers of agricultural, industrial, and other machinery, and tool bits, machine tool-makers, brass founders metal workers, boiler-maker, makers of locomotive and engines of every description, mill-Wright, machinists, iron and steel converters, smiths, woodworkers, builders, painters, chemists, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers carriers and to buy, sale, design, specify, manufacture, fabricate, expel, repair convert, alter, let on hire and deal in machinery, implements, plants tool, tackles, instruments, rolling stock and hardware of all kinds, general fittings, accessories and appliances of all descriptions made from metal, alloy, glass or any other materials and any parts of such accessories or fittings and generally to carry on business as merchants, importers and exporters and to transact and carry on all kinds of agency business of the aforesaid products.*



- c. *To carry on the business as dealers, owner's promoters, underwriters, developers, consultants, advisers, brokers, agents, lessors' contractors, investors, financiers, guarantors and nominators in any real or personal state including lands, mines, business, building, factories, mill, houses, cottages, shops, depots, warehouses, multistoried complexes, flats, roof rights, nomination rights, machinery, plant, stock-in-trade, mineral rights, concessions. Privileges, licenses, easement or interest in or with respect to any property for which purpose to acquire and purchase, take on lease tenancy or in exchange, hire or by other means obtained ownership and/or options over any freehold or other property for the said estate or Interest thereof any rights, privileges or easements over or in respect of any property, land or any building and to turn into account, develop the same and dispose of or maintain the same and to build township, markets or other buildings or convenience thereon and to equip and maintain the same or any part thereof with all or any amenities or conveniences, drainage facility, electric, air-conditioning telegraphic, telephonic, television installations and to provide for the conveniences commonly provided in flats, suites and residential and business quarters, and to deal with the same in any manner whatsoever, and to build, take on lease and/or rent, purchase or acquire in any manner whatsoever and departments houses, flats, room, floors, huts, shops, roof rights or other accommodation and to let, lease out, assign nominate or dispose of the same on installment basis, hire purchase basis or by outright sale whether by private treaty or by auction in or any other mode of disposition all or any integral part thereof and for the purpose to lend or advance money with or without security and to arrange, negotiate or guarantee loan and to lend money to and guarantee the performance of contracts and obligations by any person or company and to the payment of interest thereon.*
- d. *To carry on the business of rendering services and development of software packages for Industrial, Commercial, Public Utility, Entertainment, Personal, Domestic, Training, Education, Medical, Defense and all other purpose and to establish and run Data Processing Centers, Computers, Hardware and Software Centre, Multimedia, Computer-graphic, Architectural designs, CAD/CAM and Geographical information System Centre, E-commerce centers, website design, cyber network and all such activities relating to Information Technology (IT) that are normally offered by such center to commercial, industrial, business, public utilities, advertisements, artistic, cultural, medical and other types to end users in India or any part of the world and to act as producers, assemblers, repairs, maintenance agents, Importers, Exporters, Trades, Buyers, Sellers, Commission Agents, Stockiest, Hirers, Designers, Royalty holders, Contractors for design, services, Public Distribution and dealers in all types of software, Hardware, Computer Products and allied accessories and services connected therewith including website designing Information technology having development of Software packages and programs.*
- e. *To promote, generate acquire by purchase in bulk, develop distribute and accumulate Power by wind, solar, hydro, thermal atomic, gas, ocean energy geo thermal or any other form of energy both conventional and non-conventional, and to produce transmit, distribute, sell and supply power for captive consumption and / or for other uses and to own, acquire and operate coal mines in India or abroad and to construct, establish and setting of power stations and power projects.*
- f. *To start forward and backward integration projects for manufacturing any kind of by-Products based on Coal tar and distillation including Naphthalene, battery cell, carbon black and all types of advanced carbon materials.*

1.6. This Scheme provides for the amalgamation of the Transferor Company with the Transferee Company and the consequent treatment of assets and liabilities of respective companies in the manner provided for in the Scheme.



- 1.7. As on 31 March 2018, the entire issued, subscribed and paid up capital of the Transferor Company is held by the Transferee Company.
- 1.8. The Transferee Company as the parent would like to integrate and consolidate its subsidiary. The circumstances that justify the proposed scheme and its main benefits are *inter-alia*, summarised as under:
  - 1.8.1. The Transferee Company would be able to operate more effectively with a larger asset base available resulting into better turnover and profits which if not merged, would remain idle with the Transferor Company which is not able to carry on any business effectively.
  - 1.8.2. To achieve greater integration and greater financial strength and flexibility, to maximise overall shareholder value.
  - 1.8.3. To achieve cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes, productivity improvements and rationalization of administrative expenses.
  - 1.8.4. Some facilities such as manpower, office space and other infrastructure could be better utilized by the Transferee Company and duplication of facilities could be avoided resulting in economic, efficient and optimum use of facilities to the advantage of the Transferee Company and achieve cost savings from more focussed operational efforts, rationalisation, standardisation and simplification of business processes.
  - 1.8.5. The merger will result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried on by the Transferor Company and the Transferee Company.
  - 1.8.6. The merger will result in economies of scale, reduction in overheads including administrative, managerial and other expenditure, organisational efficiency and optimal utilisation of resources.
  - 1.8.7. AAT Global Limited, currently a step-down subsidiary of HSCL, will become direct subsidiary, leading to improvement in corporate governance and control over the said Company.
  - 1.8.8. The banks, creditors and financial institutions, if any, are in no manner affected adversely by the proposed merger as their security and asset cover will be maintained.
- 1.9. The merger of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date (*as defined herein below*).
- 1.10. The Scheme is divided into the following parts:
  - (a) Part I is the Preamble;
  - (b) Part II, which contains the definitions;
  - (c) Part III, which deals with the share capital of the Transferee Company and the Transferor Company;
  - (d) Part IV, which deals with the transfer and vesting of the undertakings of the Transferor Company with the Transferee Company;

- (e) Part V, which deals with accounting treatment of merger in the books of the Transferee Company;
- (f) Part VI, which deals with the dissolution of the Transferor Company and general terms and conditions that would be applicable to the Scheme.

The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

## PART II: DEFINITIONS

### 2.1. Definitions

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

- (a) **"Act"** - shall mean (a) the Companies Act, 1956, as amended from time to time, for the time being in force; and/ or (b) the Companies Act, 2013, as the case may be including any statutory modification or re-enactment thereof for the time being in force; the terms "Act" and "Section" shall be construed accordingly.
- (b) **"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.
- (c) **"Appointed Date"** means the date from which this Scheme becomes operative, viz., April 1, 2018 or such other date as the NCLT or such other authority having powers to sanction the Scheme under the Applicable law, may direct.
- (d) **"Board of Directors"** "in relation to the Transferor Company and/or the Transferee Company, as the case may be, shall, unless it is repugnant to the context or otherwise, include a Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.
- (e) **"Clause"** means a clause in this Scheme.
- (f) **"Closing Date/Effective Date"** means the date or the dates on which the certified copy of the order of the NCLT sanctioning the Scheme is filed with the Registrar of Companies by the Transferor and the Transferee Company, as may be applicable.
- (g) Reference in this Scheme of the date of 'coming into effect of this Scheme' or 'this Scheme becoming effective' or 'upon this Scheme becoming effective' or 'effectiveness of this Scheme' shall mean the Closing/Effective Date.
- (h) **"Governmental Authority"** means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- (i) **"NCLT" or "Tribunal"** means the Hon'ble National Company Law Tribunal under the Companies Act, 2013
- (j) **"Part"** means a part of this Scheme.



- (k) **"Party"** means a party to this Scheme and **"Parties"** shall be construed accordingly.
- (l) **"Scheme of Merger"** or **"This Scheme"** or **"The Scheme"** or **"Scheme"** means this scheme of merger, in its present form or with any modification(s) as approved or imposed by the NCLT or any other authority as may be authorized for approval of the Scheme.
- (m) **"Transferee Company"** means Himadri Speciality Chemical Limited, a company incorporated on 28<sup>th</sup> day of July 1987 under the provisions of the Companies Act, 1956 having CIN: L27106WB1987PLC042756 and having its registered office at 23A, Netaji Subhas Road, 8<sup>th</sup> Floor, Kolkata- 700 001, West Bengal.
- (n) **"Transferor Company"** means Equal Commodore Private Limited, a company incorporated under the provisions of the Companies Act, 1956 on March 9, 2011 having CIN: U51909WB2011PTC160507 in the State of West Bengal having its Registered Office at 72/4, Shambhunath Pandit Street, Kolkata - 700026, West Bengal.
- (o) **"Undertaking of Transferor Company"** or **"Undertaking"** shall include (without limitation) their entire business and:
  - (i) any and all their assets, whether movable or immovable, whether present or future, whether tangible or intangible, all rights, title, interests, covenants, undertakings, including continuing rights, title and interests in connection with the land and the buildings thereon, whether leasehold or otherwise, plant and machinery, whether leased or otherwise, together with all present and future liabilities including contingent liabilities and debts appertaining thereto;
  - (ii) any and all investments (including shares and other securities), income by whatever name called, loans and advances, including accrued interest thereon;
  - (iii) any and all permits, quotas, rights, entitlements, industrial and other licenses, approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses, certificates, tenancies, trade names, trademarks, service marks, copyrights, domain names, sales tax credits, income tax credits, applications for trade names, trademarks, service marks, copyrights, privileges and benefits of all contracts, agreements, applications and all other rights including lease rights, licenses and registrations, powers and facilities of every kind and description whatsoever, pertaining to the Transferor Company;
  - (iv) any and all debts, liabilities, contingent liabilities, duties and obligations, present or future, whether secured or unsecured, of the Transferor Company;
  - (v) all contracts including but not restricted to leave & licence agreements, term sheets, lease deeds, memorandum of understandings, business/asset purchase agreements, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings whether written or otherwise, lease rights, deeds, bonds, other agreements, applications and instruments of whatsoever nature to which any of the Transferor Company is a party and having effect immediately before the Effective Date, shall remain in full force and effect in favour of and/ or against the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto;

- (vi) any and all employees, who are on the pay roll of the Transferor Company, including those engaged at their respective offices and branches, if any, at their current terms and conditions;
- (vii) any pending suit/appeal or other proceedings of whatsoever nature relating to the Transferor Company, whether by or against any of the Transferor Company, shall not abate, be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or because of the provisions contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Transferor Company, if this Scheme had not been made;
- (viii) all the tax liabilities under the applicable laws/ regulations dealing with taxes/duties /levies ("Tax Laws") allocable or related to the business of the Transferor Company shall be transferred to the Transferee Company; and
- (ix) any refunds/ credits/ claims under the Tax Laws due to the Transferor Company (including but not limited to advance tax, self-assessment tax, regular assessment tax and service tax credits) shall also belong to and be availed of or received by the Transferee Company.
- (x) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the NCLT or any other authority as may be authorized for approval of the Scheme in the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning courts.
- (xi) all necessary records, files, papers, computer programmes, websites, domain names, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form in connection with or relating to the Transferor Company;
- (xii) any and all advance monies, earnest monies and/or security deposits, payment against warrants or other entitlements, in connection with or relating to the Transferor Company;

Without prejudice to the generality of the foregoing mentioned hereinabove, the term "Undertaking of Transferor Company" shall include the entire business which is being carried out under the name and style of the Transferor Company as the case may be, and shall include the advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-progress, concessions, rights and assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registration, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, wheresoever situated, right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipment's, tenancy rights, titles, trademarks, trade names, all other utilities held by Transferor



Company or to which Transferor Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/or deposits including security deposits paid by Transferor Company and all other interest wheresoever situated, belonging to or in the ownership, power or possession of or in the control of or vested in or granted in favor of or enjoyed by or arising to Transferor Company.

- 2.2. The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning as prescribed to them under the Act and other applicable laws, rules, regulations, by-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.
- 2.3. Any statutory modification or amendment to the Act or Applicable Law to the Scheme shall not have any effect unless retroactive application of such modification or amendment can be established or is explicit in the Act itself.
- 2.4. For the purpose, of representing and sanctioning of the Scheme the applicable authority shall be the NCLT, or such other authority as may have powers to sanction the Scheme under the Applicable Law.

### PART III: SHARE CAPITAL

- 3.1. The Share Capital of the Transferee Company as on March 31, 2018, is as under:

	In Rs.
<b>Authorized Share Capital</b>	<b>700,000,000</b>
700,00,000 Equity Shares of Re.1 /- each	700,000,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>418,407,867</b>
418,407,867 Equity Shares of Re.1 /- each	418,407,867

- 3.2. The Share Capital of the Transferor Company as on March 31, 2018, is as under:

	In Rs.
<b>Authorised Share Capital</b>	<b>1,00,000</b>
10,000 Equity shares of Rs.10 /- each	1,00,000
<b>Issued, Subscribed and Paid-up Capital, in cash</b>	<b>1,00,000</b>
10,000 Equity shares of Rs.10 /- each	1,00,000

Since Transferor Company is a wholly owned subsidiary of the Transferee Company, the entire issued share capital of the Transferor Company held by the Transferee Company and/or its nominees shall stand cancelled on the Scheme being effective on the Closing Date, however, with effect from the Appointed date.

### PART IV: AMALGAMATION, TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

- 4.1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of the Transferor Company, in terms of Section 230-232 and applicable provisions, if any, of the Companies Act 2013, and pursuant to the orders of the NCLT, Kolkata or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or



thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of Transferee Company.

- 4.2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:

#### 4.3. Transfer of Assets

- (i) With effect from the Appointed Date upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, trade mark licenses including application for registration of trade mark, patents, copyrights and their right to use available to Transferor Company as on appointed date or any which may be taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (ii) With effect from the Appointed Date upon the Scheme becoming effective, all Certificate of Registrations as available with Transferor Company as on Appointed Date or any which may be taken by Transferor Company after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (iii) With effect from the appointed date and upon the scheme becoming effective all the assets of the Transferor Company as are movable in nature including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godowns/ factories, sundry debtors investments, plants and equipments, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/ liabilities, CEBVAT/ VAT credits/ GST credits, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all other assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (iv) With effect from the Appointed Date and upon the Scheme becoming effective, all incorporeal properties of Transferor Company as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (v) With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or



payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.

- (vi) With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the NCLT and the Scheme becoming effective in accordance with the terms thereof.
- (vii) With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Company to which the Transferor Company is the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company has been a party or beneficiary or oblige thereto.
- (viii) With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses, including those relating to trademarks, tenancies, patents, copyrights, privileges software, power, facilities of every kind and description of whatsoever nature in relation to Transferor Company to which the Transferor Company is the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company has been a party or beneficiary or oblige thereto.
- (ix) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favour of Transferee Company upon the vesting of Transferor Company business and undertakings pursuant to this scheme. The benefit of all statutory and regulatory permissions, licenses, approvals, and consents, including the statutory licenses, permissions or approvals or consents required to carry on the operations of Transferor Company shall vest in and become available to Transferee Company pursuant to this scheme.
- (x) With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever of Transferor Company shall stand transferred to and be vested in the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.

#### 4.4. Transfer of Liabilities

- (i) With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheet of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.

- (ii) Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but till the Effective Date for their operations shall be deemed to be of Transferee Company.
- (iii) The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or nay part thereof of Transferor Company as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the scheme. Provided always that this scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

- (iv) Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company is parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.
- (v) Loans or other obligations, if any, due either between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

#### 4.5. Legal Proceedings

- (i) With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company. Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed date and relating to Transferor Company or its respective property, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.



- (ii) If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company's business and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as if this Scheme had not been made.

#### **4.6. Employee Matters**

On occurrence of the Effective Date, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident fund, Gratuity fund, Superannuation fund or any other fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing Provident fund, Gratuity fund, Superannuation fund or obligations, if any, created by Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the effective date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident fund, Gratuity fund, Superannuation fund or obligations, where applicable. It is the aim and intent of the scheme that all rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.

#### **4.7. Taxation and Other Matters**

- (i) With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company, and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/ excise, etc. and to claim refund/ credits/ and/ or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns and to claim refunds/ credits are expressly reserved in favor of Transferee Company.
- (ii) Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall be entitled, wherever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, tax deduction at source certificates, tax deduction at source returns, and other statutory returns, and shall have the right to claim refunds, advance tax credits, tax credits, credit for Minimum Alternate Tax, carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any other credits and/ or set off of all amounts paid by the Transferor Company or the Transferee Company under the relevant laws relating to Income Tax, Value Added Tax, Service Tax, Central Sales Tax, Goods and Service



Tax or any other tax, as may be required consequent to the implementation of the Scheme.

- (iii) Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/ advance tax credits and/ or set off the tax liabilities of Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advances tax credits and/ or set off the tax liabilities is expressly granted.
- (iv) It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/ TDS Certificates shall be treated as the tax liability or refunds, advance tax credits and/ or set off the tax liabilities is expressly granted.
- (v) From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/ DP's books and records, the Transferee Company shall be entitled to operate the bank/ demat accounts of Transferor Company in their existing names.
- (vi) Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the NCLT to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

#### 4.8. Conduct of Business:

- (i) With effect from the Appointed Date and till the scheme come into effect:
  - (a) Transferor Company shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company.
  - (b) Transferor Company shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Company shall not alter or substantially expand their businesses except with the occurrence of Transferee Company.
  - (c) Transferor Company shall not, without the written occurrence of Transferee Company, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligations undertaken prior to the date of acceptance of the scheme by the Board of Directors of Transferee Company, as the case may be.
  - (d) Transferor Company shall not vary or later, except in the ordinary course of business or pursuant to any pre-existing obligations undertaken prior to the date of acceptance of the scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written occurrence of Transferee Company.



- (e) With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.
- (ii) Upon the scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Company.
- (iii) For all purpose of giving effect to the vesting order passed under Section 232 of the Companies Act, 2013 and the applicable Rules thereunder in respect of this Scheme by the NCLT, Transferee Company shall, at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the legal rights upon the vesting of the Transferor Company's businesses and undertakings in accordance with the provisions of Section 230-232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleading; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this scheme.

#### **4.9. Creditors**

- (i) The Scheme does not involve any compromise or composition with the creditors of the Transferor Company or the Transferee Company and the rights of the creditors of the Transferor Company and the Transferee Company are not be affected in any manner.
- (ii) The charge and/or security of the secured creditors of the Transferor Company and the Transferee Company shall remain unaffected by this Scheme

### **PART V: CONSIDERATION & ACCOUNTING TREATMENT**

#### **5.1. Consideration**

- (i) Upon the scheme coming into effect, all equity shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued, or payment made in cash whatsoever by the Transferee Company in lieu of shares of the Transferor Company.
- (ii) Upon coming into effect of this Scheme, the shares or the share certificates of the Transferor Company in relation to the shares held by the Transferee Company, as the case may be shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered.

#### **5.2. Increase in Authorized Share Capital and Amendment to the Memorandum of the Transferee Company**

- (i) Upon the scheme becoming effective, the Authorized share capital of the Transferor Company shall be deemed to be added to the Authorized share capital of the Transferee Company without any further act, deed or procedure, formalities or payment of any stamp duty and registration fees. The face value of equity shares shall remain same as of the Transferee Company after increase of the Authorized Capital.



- (ii) Upon coming into effect of the scheme, Clause V of the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument shall stand amended to give effect to the relevant provisions of this Scheme and no further resolution(s) under sections 13, 14, 61, 64 of the Companies Act, 2013 or any other applicable provisions of the Act, would be required to be separately passed and accordingly Clause V of the Memorandum of Association of the Transferee Company be substituted as:

*"The Authorized Share capital of the company is Rs.70,01,00,000/-(Rupees Seventy Crores One lakh ) divided into 70,01,00,000 (Seventy Crores One lakh ) Equity shares of Re 1/- each with the right, privileges and attaching thereto as are provided by the Articles of the Company for the time being with power to increase or reduce the Capital in accordance with Company's regulation and the legislative provisions for the time being in force in this behalf and with power to divide the shares in the capital for the time being into equity shares capital and preference share capital, and to attach thereto respectively, and preferential, qualified or special right, privileges or conditions as may be determined by, or in accordance with the provisions of the Companies Act, 2013 and the regulations of the company and to vary or modify or abrogate and such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company."*

- (iii) On approval of the Scheme by the members of Transferee Company, it shall be deemed that the said members have also accorded all relevant consents under Sections 13, 14, 61 and other applicable provisions of Companies Act, 2013 as may be applicable for the purpose of amendment of the Memorandum of Association of the Transferee Company as above. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Sec 13, 14 and 61 of the Act for amendment of the Memorandum of Association of the Transferee Company.

### 5.3. Accounting Treatment

- (i) Notwithstanding anything to the contrary contained in any other clause in the Scheme, the Transferee Company shall give effect to the amalgamation in its books of accounts in accordance with Ind AS 103 Business Combinations and other accounting principles prescribed under the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) and on the date determined in accordance with Ind AS.
- (ii) Upon the Scheme coming into effect, all the assets and liabilities of the Transferor Company shall be transferred to and vested in the Transferee Company and shall be recorded at their respective book values. No adjustment shall be made to the carrying amounts of assets and liabilities as reflected in the books of Transferor Company on the Appointed Date, to reflect fair values or recognize any new assets or liabilities including any new deferred tax assets or liabilities. All reserves of the Transferor Company are deemed to be carried forward and shall be recorded in the books of the Transferor Company as on the appointed Date. The carrying amount of the Transferee Company of its investment in its shares of the Transferor Company, which shall stand cancelled in terms of this scheme, and the aggregate face value of such shares shall, subject to other provisions contained herein, be adjusted and reflected in the Capital Reserves of Transferee Company.
- (iii) To the extent there are inter-corporate loans or balances between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records



of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

- (iv) In so far as any securities, debentures or notes issued by the Transferor Company, and held by the Transferee Company and vice versa are concerned the same shall, unless sold or transferred by the Transferor Company or the Transferee Company, as the case may be, at any time prior to the effective date, stand cancelled as on the effective date, and shall have no effect and the Transferor Company or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.
- (v) In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies, as the case may be, directed by the Board of Directors of the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- (vi) Upon the scheme coming into effect, the accounts of the Transferee Company, as on the Appointed Date shall be reconstructed with the terms of the Scheme.

#### **5.4. Saving of Concluded Transactions**

The transfer of properties and liabilities and the continuance of proceedings by or against Transferor Company as envisaged in above shall not affect any transactions or proceedings already concluded by Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferor Company accept and adopts all acts, deeds and things done and executed by Transferee Company in respect thereto as done and executed by Transferee Company in respect thereto as done and executed on behalf of itself. The difference between the amount recorded as share capital issued (plus any additional consideration in the form of cash or other assets) and the amount of share capital of the Transferor Company shall be adjusted in reserves.

#### **5.5. Dissolution of Transferor Company**

On occurrence of the Effective Date, Transferor Company shall without any further act or deed, shall stand dissolved without winding up.

### **PART VI: GENERAL TERMS AND CONDITIONS**

#### **6.1. Application to NCLT**

- (i) Transferor Company and Transferee Company shall jointly, with all reasonable dispatch, make application to the NCLT, Kolkata, under Section 230-232 and other applicable provisions of the Act read with the applicable provisions of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, for sanctioning the Scheme with such modifications as may be approved by the NCLT.
- (ii) It is hereby clarified that submissions of the Scheme to the Tribunal and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that Transferor Company and Transferee Company has or may have under or pursuant to all applicable laws.

## 6.2. Listing Agreement and SEBI Compliances

- (i) Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India (SEBI) in so far as they relate to sanction and implementation of the scheme.
- (ii) SEBI vide Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15<sup>th</sup> February 2017 has amended the Listing Regulations and relaxed the requirement of obtaining prior approval or no objection/ observation letter of the Stock Exchanges and SEBI in case of merger of wholly owned subsidiary with its holding company. The draft schemes shall be filed with the Stock Exchange for disclosure purpose in compliance with the above notification.

## 6.3. Conditionality of Scheme

The Scheme is conditional upon and subject to:

- (i) The approval and agreement of the Scheme by the requisite majorities of Equity Shareholders and the Creditors of the Transferor Company and the Transferee Company, as may be directed by the NCLT, Kolkata Bench on the applications made for directions under Section 230 of the said Act for calling meeting and necessary resolutions being passed under the said Act;
- (ii) The sanction of the NCLT under Sections 230 to 232 and other applicable provisions of the said Act in favour of the Transferor Company and the Transferee Company;
- (iii) In view of the SEBI Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15.02.2017 and in terms of Circular No. CFD/DIL3/CIR/2017/21 dated 10.03.2017, drafts scheme of Amalgamation of Wholly owned subsidiaries with their parent company shall be filled with the Stock Exchanges for the purpose of disclosures and Stock Exchanges shall disseminate the scheme documents on their website. No further compliance shall be required for Scheme of Amalgamation of a Wholly owned subsidiary with its parent company. The Transferee Company shall comply with the requirement of the above mentioned SEBI Notification/Circular.
- (iv) The confirmation order sanctioning this Scheme being filed with the Registrar of Companies having jurisdiction;
- (v) All other sanctions and approvals, as may be required by law, in respect of this Scheme being obtained.

## 6.4. Modification or Amendment of the Scheme and Revocation of the Scheme

- (i) The Scheme shall be subject to such modifications as the NCLT while sanctioning the same may direct and which the Board of Transferor Company and Transferee Company may consent and agree to; .
- (ii) The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors) either by themselves or through a Committee appointed by them in this behalf, may in their full and absolute discretion, make and/or assent to



any alteration, or modification to this Scheme, including but not limited to those which the NCLT and/or any other authority may deem fit approve or propose;

- (iii) Transferor Company and Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the NCLT or any other authority is not on terms acceptable to them.
- (iv) In the event of any of the said sanctions/ approvals/ conditions referred herein above not being obtained and/ or complied with and/ or satisfied and/ or this Scheme not being sanctioned by the NCLT and/ or order or orders not being passed as aforesaid and/ or the Scheme failing to be made effective, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto and contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the scheme to be of no effect if such boards are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn-up orders with any authority could have adverse implication on all/ any of the companies.

#### 6.5. Residual Provision

- (i) Without prejudice to the provisions contained in this Scheme, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes
- (ii) On the approval of the Scheme by the members of Transferee and Transferor Company pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under various provisions of the Act to the extent the same may be considered applicable in respect of various actions required to be undertaken by the Transferee Company for implementation of this Scheme.

#### 6.6. Costs

All costs, charges, fees, taxes, including duties (including the stamp duty), if any applicable in relation to this Scheme, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company. All such costs, charges, fees, taxes, stamp duties including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of the Transferee Company.

**Company Petition No. 547 of 2019**  
**Connected with**  
**Company Application No. 1008 of 2018**  
**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL**  
**KOLKATA BENCH, KOLKATA**

**IN THE MATTER of**  
**The Companies Act, 2013;**

**And**

**IN THE MATTER OF**

**Section 230 read with section 232 and other applicable**  
**provisions of the Companies Act, 2013;**

**And**

**IN THE MATTER OF**

**EQUAL COMMODEAL PRIVATE LIMITED**, having its  
registered office at 72/4 Shambhunath Pandit Street, Kolkata -  
700025 within the aforesaid jurisdiction.

**.....Transferor Company**

**And**

**THE MATTER OF**

**HIMADRI SPECIALITY CHEMICAL LIMITED**, having its  
registered office at 23A, Netaji Subhas Road, 8<sup>th</sup> Floor Suit No. 15,  
Kolkata 700001 within the aforesaid jurisdiction,

**..... Transferee Company**

**And**

**IN THE MATTER OF**

**1. Equal Commodeal Private Limited**

**And**

**IN THE MATTER OF**

**2. Himadri Speciality Chemical Limited**

**..... Petitioners**



**SCHEDULE OF PROPERTIES OF TRANSFEROR COMPANY AS MENTIONED**

**ABOVE**

**PART I**

**Freehold Property of the Transferor Company No as on 31.03.2018**

As per Schedule

**PART II**

**Leasehold Property of the Transferor Company No as on 31.03.2018**

As per Schedule

**PART III**

**Investments, Cash & Bank Balance and other choses-in-action as on  
31.03.2018**

1) Investments, bank accounts, deposits, tax and debts and other recoverable debts, benefits and other assets.

2) Cash in hand

**SCHEDULE**

**STATEMENT OF ASSETS & LIABILITIES TO BE TRANSFERRED FROM "EQUAL  
COMMODEAL PRIVATE LIMITED (TRANSFEROR COMPANY)" TO "HIMADRI  
SPECIALITY CHEMICAL LIMITED (TRANSFeree COMPANY)" IN TERMS OF SCHEME  
(AT BOOK VALUE AS ON 31<sup>ST</sup> MARCH 2018)**

	<b>Particulars</b>	<b>Amount in Rs</b>
<b>1</b>	<b>Non-Current Assets :</b>	
	(a) Investment Property	2,45,66,268
	(b) Financial Assets	
	(i) Investments	52,44,64,034
	(ii) Loans	55,66,29,201
	(c) Other Non-Current Assets	
	(i) Capital Advances	81,050
<b>2</b>	<b>Current Assets</b>	
	(a) Financial Assets	
	(i) Investments	1,13,904
	(ii) Cash & Cash Equivalents	43,83,144
	(b) Other Current Assets	
	(i) Other Receivables	39,849
	<b>Total Assets</b>	<b>1,11,02,77,451</b>
	<b>Less :</b>	
<b>3</b>	<b>Non-Current Liabilities</b>	
	(a) Financial Liabilities	
	(i) Borrowings	30,47,25,464
<b>4</b>	<b>Current Liabilities</b>	
	(a) Financial Liabilities	
	(i) Other Financial Liabilities	1,04,38,560
	(b) Other Current Liabilities	6,88,603
	(c) Provision for Income tax	2,12,036
	<b>Total Liabilities</b>	<b>31,60,64,663</b>



**Company Petition No. 547 of 2019**

**Connected with**

**Company Application No. 1008 of 2018**

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL**

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HIMADRI SPECIALITY CHEMICAL LIMITED, having its  
registered office at 23A, Netaji Subhas Road, 8<sup>th</sup> Floor Suit No. 15,  
Kolkata 700001 within the aforesaid jurisdiction,**

**..... Transferee Company**

**And**

**IN THE MATTER OF**

1. Equal Commodeal Private Limited  
And  
IN THE MATTER OF  
2. Himadri Speciality Chemical Limited

..... Petitioners

**SCHEDULE OF ASSETS - EQUAL COMMODEAL PRIVATE  
LIMITED TRANSFEROR COMPANY**