

****ADOPTED BY SPECIAL RESOLUTION PASSED AT THE 24TH ANNUAL GENERAL MEETING OF THE COMPANY HELD ON THE 29TH DAY OF SEPTEMBER, 2016****

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES (Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION OF ARCL ORGANICS LIMITED

TABLE "F" NOT TO

APPLY

For ARCL ORGANICS LTD.

Arunmani
Director

For ARCL ORGANICS LTD.

Arunmani
Director

ARTICLES OF ASSOCIATION

OF ARCL ORGANICS LIMITED

CONSTITUTION

1. The regulations contained in Table F in the First Schedule to the Companies Act, 2013 shall apply to the Company except in so far as such regulations are embodied in these following Articles.

INTERPRETATION

2. In these presents, the following words and expression shall have the following meanings unless excluded by the subject or context; words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and words importing person shall include bodies corporate.

THE ACT AND SECTION

- a) "The Act" means Companies Act, 2013 its rules and any statutory modifications or reenactments thereof and every relevant Companies Act for the time being in force concerning Joint Stock Companies; and the word "Section" relates to the relevant Section in the Companies Act, 2013.

'THE COMPANY' OR 'THIS COMPANY'

- b) "The Company" or "This Company" means **ARCL ORGANICS LIMITED**.

AUDITORS

- c) "Auditors" means Auditor or Auditors for the time being of the Company.

THE BOARD OR BOARD OF DIRECTORS

- d) "The Board" or "Board of Directors" means a meeting of the Directors duly called and constituted, as the case may be, the Directors assembled as a Board or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles.

DEBENTURE

- e) "Debenture" includes debenture stocks

IN WRITING

- f) "In Writing" includes printing, lithography, typewriting and other usual substitutes for writing.

MEMBERS

- g) "Members" means a member as defined under Section 2(55) of the Act.

MONTH

- h) "Month" shall mean Calendar Month.

OFFICE

- i) "Office" means the Registered Office for the time being of Company.

PERSON

- j) "Person" shall include any corporation as well as individual.

THESE PRESENTS OR REGULATIONS

- k) "These Presents or Regulations" mean these Articles of Association as originally framed or altered from time to time including the Memorandum where the context so requires.

THE SEAL

- l) "The Seal" means the Common Seal for the time being of Company.

SECRETARY

- m) "Secretary" means any individual possessing qualification prescribed for the time being by any rule made under the Act and appointed by the Board to perform the duties which may be performed by a Secretary under the Act and any other ministerial or administrative duties.

SPECIAL RESOLUTION

- n) "Special Resolution" shall have the meaning assigned therein by Section 114 of the Act.

BENEFICIAL OWNER

- o) "Beneficial Owner" shall mean the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

DEPOSITORIES ACT, 1996

- p) "Depositories Act, 1996" shall include any statutory modifications or re-enactment thereof.

DEPOSITORY

- q) "Depository" shall mean Depository as defined under clause (e) of subsection (1) of Section 2 of the Depositories Act, 1996.

SHARE CAPITAL

3. The Authorised Share Capital of the Company shall be as prescribed in Clause V of the Memorandum of Association of the company.

INCREASE IN CAPITAL

4. The Company in General Meeting, may from time to time, by an Ordinary Resolution increase the capital by the creation of new shares, the increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any share of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company in conformity with Sections 47 of the Act.

NEW CAPITAL SAME AS EXISTING CAPITAL

5. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital and shall be subject to the provisions herein contained, with reference, to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

REDEEMABLE PREFERENCE SHARES

6. Subject to the provision of Section 55 of the Act, the Company shall have the power to issue Preference shares which are, liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption.

PROVISION TO APPLY ON ISSUE OF REDEEMABLE PREFERENCE SHARES

7. On the issue of Redeemable Preference Shares under the provisions of Article 6 hereof the following provisions shall take effect:

- a) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of other proceeds of fresh issue of shares made for the purpose of redemption.
- b) no such shares shall be redeemed unless they are fully paid.
- c) the premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's Share Premium Account before the shares are redeemed.
- d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall out of profits which would otherwise have been available for dividends 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 provision of the Act relating to the reduction of the share capital of the Company shall except as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

REDUCTION OF CAPITAL

- 8. a) The Company may (subject to the provisions of Sections 52, 55, 66 the Act) from time to time by Special Resolution reduce its capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorised by law, and in particular capital may be paid off on the footing that it may be called upon again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted
- b) Notwithstanding anything contained in sub-clause (a) above, in the event it is permitted by the Law and subject to such limits, terms, conditions and consents as may be prescribed and laid down for the purpose, the Company shall have the power to buy-back its own shares, whether or not there is any consequent reduction of Capital. If and to the extent permitted by Law, the Company shall also have the power to re-issue the shares so bought back.

SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARES

- 9. Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, consolidate all or any of its share capital into shares of larger amount than its existing shares or sub-divide its 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, may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other. Subject to 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.

MODIFICATION OF RIGHTS

10. If at any time, share capital of the company, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to any class (unless otherwise provided, by the terms of issue of the shares of that class) may subject to the provisions of Sections 48 of the Act and whether or not the Company is being wound-up be varied, modified commuted, affected or abrogated with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. This Article shall not derogate from any power which the Company would have if these Articles were omitted. The provision of these articles relating to general meetings shall mutatis mutandis, apply to every such separate meeting but so that if at any adjourned meeting of such holders a quorum as defined above is not present, those persons who are present shall be the quorum.

BOARD MAY ACCEPT SURRENDER OF SHARES

11. Subject to the provisions of Sections 66 (inclusive) of the Act, the Board may accept from any member on such terms and conditions as shall be agreed a surrender of all or any of his shares

SHARES AND CERTIFICATES

REGISTER AND INDEX OF MEMBERS

12. The Company shall keep a Register and Index of Members in accordance with Section 88 of the Act and the details of the members holding shares both in material and dematerialized form in any media as permitted by law including electronic media. The Company shall also be entitled to keep in any state or country outside India a Branch Register of Members resident in that state or country

SHARES TO BE NUMBERED PROGRESSIVELY AND NO SHARE TO BE SUB-DIVIDED

13. a) The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

b) Nothing contained in sub-clause (a) above, shall apply to shares held in the Depository form.

FURTHER ISSUE OF CAPITAL

14. The Board may at any time increase the subscribed capital of the Company by issue of new shares out of the unissued part of the Share Capital in the original or subsequently created capital, but subject to Section 62 of the Act, and subject to the following conditions namely:
- I.
 - (a) Such further shares shall be offered to the persons who, at the date of the offer, are holder of the equity shares of the Company in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date.
 - (b) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting as per the provisions of act, if not accepted, will be deemed to have been declined.
 - (c) 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 clause (b) shall contain a statement of this right.
 - d) After the expiry of the time specified in the notice aforesaid, or in respect of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as it thinks most beneficial to the Company.
 - II. The Directors may, with the sanction of the Company in General Meeting by means of a special resolution, offer and allot shares to any person at their discretion by following the provisions of section 62 of the Act and other applicable provisions, if any.
 - III. Nothing in this Article shall apply to the increase in the subscribed capital of the Company which has been approved by:
 - (a) A Special Resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans, and
 - (b) The Central Government before the issue of the debentures or raising of the loans or is in conformity with the rules, if any, made by that Government in this behalf.

SHARES UNDER CONTROL OF DIRECTORS

15. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board who may allot the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with the provisions of the Act) and at such terms as they may, from time to time,

think fit and proper and with the sanction of the Company in General Meeting by a Special Resolution give to any person the option to call for or be allotted shares of any class of the Company, either at par, at a premium or subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Board thinks fit unless the Company in General Meeting, by a Special Resolution, otherwise decides. Any offer of further shares shall be deemed to include a right, exercisable by the person to whom the shares are offered, to renounce the shares offered to him in favour of any other person.

POWER ALSO TO COMPANY IN GENERAL MEETING TO ISSUE SHARES

16. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 14 and 15, the Company in General Meeting, by a Special Resolution, may determine that any share (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not), giving them the option to call or be allotted shares of any class of the Company either at a premium or at par or at a discount, (subject to compliance with the provisions of Section 53) such option being exercisable at such times and for such consideration as may be directed by a Special Resolution at a General Meeting of the Company or in General Meeting and may take any other provisions whatsoever for the issue, allotment or disposal of any shares.

ISSUE OF SHARES FOR CONSIDERATION OTHER THAN CASH

17. Subject to these Articles and the provisions of the Act, the Board may issue and allot shares in the capital of the Company as payment or in consideration or as part payment or in part consideration of the purchase or acquisition of any property or for services rendered to the Company in the conduct of its business and shares which may be so issued or allotted shall be credited or deemed to be credited as fully paid-up shares. As regards all allotments, from time to time made, the Board shall duly comply with Section 39 of the Act.

ACCEPTANCE OF SHARES

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

DEPOSIT AND CALL ETC., TO BE A DEBT PAYABLE IMMEDIATELY

19. The money, if any, which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall, immediately on the insertion of the name or 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.

CALL IN ADVANCE

20. Amount paid in advance of calls may entail a right for interest but will not confer a right to dividend or to participate in the profits of the company.

LIABILITY OF MEMBERS

21. Every, member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amount, at such time or times, and in such manner as the Company's, regulations require or fix for the payment thereof.
22. The company will have a first and paramount lien upon all the shares (other than full paid-up shares) 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 fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonus from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause

SHARE CERTIFICATES

23. a) Every member or allottee of shares shall be entitled without payment, to receive one certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid-up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issue of letters of acceptance or of renunciation or in case of issue of bonus shares. Every such certificate shall subject to the provisions of the Act be issued within a period of two months from the date of allotment and within fifteen days after application for registration of the transfer of any share or debenture under the seal of the company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under duly registered power of attorney and the Secretary or some other person appointed by the Board for the purpose, and two directors or their Attorneys and the Secretary or other person shall sign the share certificate, provided that if the composition of the Board permits of it, atleast one of the aforesaid two Directors shall be a person other than a Managing or a whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

b) Any two or more joint allottees of a share shall for the purpose of this Article, be treated as a single member, and the certificate of any share, which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound to prescribe charge not exceeding Rupee one. The Company shall comply with the provisions of the Act.

c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipments or other material used for the purpose.

d) Share/Debenture Certificates shall be issued in marketable lots and where Share/Debenture Certificate are issued for either more or less than marketable lots, subdivision/ consolidation into marketable lots shall be done free of charge.

e) The Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialised form.

f) Notwithstanding anything contained in these articles, the Board shall not accept application(s) for subdivision or consolidation of shares or debentures or bonds into denominations of less than marketable lots except when such a subdivision or consolidation is required to be made to comply with a statutory order or an order of a competent court of law or a request from a member to convert his holding of odd lots of shares or debentures or bonds into transferable/marketable lot subject, however to verification by the Company.

RENEWAL OF SHARE CERTIFICATE

24. a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out or where the cages on the reverse for recording transfer have been duly utilised, unless the certificate in lieu of which it is issued is surrendered to the Company.

b) When a new share Certificate has been issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "issued in lieu of share certificate No. sub-divided/replaced/on consolidation of shares".

c) If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such terms, if any, as to evidence and indemnity as to the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.

d) When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is “duplicate” issued in lieu of share certificate No. The word “Duplicate” shall be stamped or punched in bold letters across the face of the share certificate.

e) Where a new share certificate has been issued in pursuance of clause (a) or clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the “Remarks” column.

f) All blank forms to be issued for issue of share certificate shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose and the Secretary or the other person aforesaid shall be responsible for rendering an account of those forms to the Board.

g) The Managing Director of the Company for the time being or if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms of share certificate referred to in clause (f) of this Article.

h) All books referred to in clause (g) of this Article shall be preserved in good order permanently.

THE FIRST NAMED OF JOINT-HOLDERS DEEMED SOLE HOLDER

25. If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipts of dividends or bonus or service of notice and all or any other matter connected with the Company, except voting at meetings, and the transfer of the shares, 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 installment and calls due in respect of such share and for all incidents thereof according to the Company’s regulations.

COMPANY NOT BOUND TO RECOGNISE ANY INTEREST IN SHARE OTHER THAN THAT OF REGISTERED HOLDER

26. Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, (except only as is by these Articles otherwise expressly

provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof, but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more person or the survivor or survivors of them.

**DECLARATION BY PERSON NOT HOLDING BENEFICIAL
INTEREST IN ANY SHARE**

27. a) Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share, shall, within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in such manner as may be provided in Section 89 of the Act.

b) A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of the Company and such other particulars as may be prescribed as provided in Section 89 of the Act.

c) Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such, change make a declaration to the Company in such form and containing such particulars as may be prescribed as provided in Section 89 of the Act.

d) Notwithstanding anything contained in the Act and Articles hereof, where any declaration referred to above is made to the Company, the Company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration a return in the prescribed form with the Registrar with regard to such declaration.

e) Nothing contained in Section 89 of the Companies Act, 2013 shall apply to transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a depository

UNDERWRITING AND BROKERAGE COMMISSION MAY BE PAID

28. Subject to the provision of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company or procuring, or agreeing to procure subscription (whether absolute or conditional) for any share or debentures in the Company, but so that the commission shall not exceed in the case of shares five per cent of the price at which the shares are issued

and in the case of debentures two and a half per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

BROKERAGE

29. Subject to provisions of the act, The Company may pay a reasonable sum for brokerage.

INTEREST OUT OF CAPITAL INTEREST MAY BE PAID OUT OF CAPITAL

30. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided by of the Act and may charge the same to capital as part of the cost of construction of the work or building or the provision of plant.

TRANSFER AND TRANSMISSION OF SHARES AND REGISTER OF TRANSFERS

31. The Company shall keep a Register of Transfers and therein shall fairly and distinctly enter particulars of every transfer or transmission of any share.

INSTRUMENT OF TRANSFER

32. A transfer of shares in the Company shall be by an instrument of transfer in writing in the prescribed form and shall be duly stamped and delivered to the Company in accordance with the provisions of the Act.

TRANSFER FORM TO BE COMPLETED AND PRESENTED TO THE COMPANY

33. a) The instrument of transfer shall be accompanied by such evidence as the board may require to prove the title of transferor and his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the company until destroyed by order of the Board. The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have been entered in the Register of Members in respect thereof. Before the registration of transfer the certificate of the shares must be delivered to the Company.
- b) The Company shall effect transfer, transmission, sub-division or consolidation within 15 days from the date of lodgment of documents.
- c) Notwithstanding anything contained in the Articles of Association, in the case of transfer of shares or other marketable securities, where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.

TRANSFER BOOKS AND REGISTER OF MEMBERS WHEN CLOSED

34. The Board shall have power on giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situated to close the Transfer Books, Register of Members or Register of Debenture 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.

NOTICE OF APPLICATION WHEN TO BE GIVEN

35. Where in the case of partly paid shares, an application for registration is made by the transferor; the Company shall give notice of the application to the transferee in accordance with the provisions of the Act.

DEATH OF ONE OR MORE JOINT-HOLDERS OF SHARES

36. In case of the death of any one or more of the persons named in the Register of Members as the joint-holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other persons.

TITLE OF SHARES OF DECEASED MEMBER

37. The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased member (not being one or two or more joint-holders) shall be the only persons recognised by the Company as having any title to the share registered in the name of such member and the Company shall not be bound to recognise such executors or administrators or holder or a Succession Certificate or the legal representatives unless they have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be from a duly constituted Court in the Union of India, provided that in any case where the Board in its absolute discretion, thinks fit, it may dispense with production of Probate or Letters of Administration or Succession Certificate upon such terms as to indemnify or otherwise as the Board in its absolute discretion may think necessary and under Article 36, register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member.

NO TRANSFER TO MINOR ETC.

38. No share shall in any circumstance be subscribed for transfer to any infant, minor, insolvent or person of unsound mind.

REGISTRATION OF PERSONS ENTITLED TO SHARES OTHERWISE THAN BY TRANSFER

39. Subject to the provisions of the Act and Articles 34 and 35 any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some persons nominated by him and approved by the Board registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained, and until he does so, he shall not be freed from any liability in respect of the shares.

**PERSONS ENTITLED MAY RECEIVE DIVIDEND
WITHOUT BEING REGISTERED AS MEMBER**

40. A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends of money as hereinafter provided, be entitled to receive any and may give discharge for any dividends or other moneys payable in respect of the share.

FEE ON REGISTRATION OF TRANSFER, PROBATE, ETC

41. a) No fee shall be charged for :

- i) registration of transfer of the Company's shares and debentures;
- ii) sub-division and consolidation of shares and debenture certificates and for sub-division of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denominations corresponding to the market units of trading;
- iii) sub-division of renounceable letters of right;
- iv) issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on the reverse for recording transfer have been fully utilised;
- v) registration of any power of attorney, probate, letters of administration or similar other documents.

b) Fees as agreed upon with the Stock Exchanges will be charged for

- i) issue of new certificates in replacement of those that are torn, defaced, lost or destroyed;
- ii) sub-division and consolidation of shares and debenture certificates and for sub-division of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denominations other than those fixed for the market unit of trading.

**COMPANY NOT LIABLE FOR DISREGARD OF A
NOTICE PROHIBITING REGISTRATION OF A
TRANSFER**

42. 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 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 referred 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 to 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 shall so think fit.

BORROWING POWERS

43. The Board may, from time to time, raise any money or any moneys or sums of money for the purpose of the Company; provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not, without the sanction of the Company at a General Meeting, exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set-apart for any specific purpose and in particular but subject to the provisions of Section 179 of the Act, the Board may, from time to time, at its discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company, by the issue of debentures to members, perpetual or otherwise including debentures convertible into shares of this or any other company or perpetual annuities in security of any such money so borrowed, raised or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company, present or future, including its uncalled capital by special assignment or otherwise or transfer or convey the same absolutely or entrust and give the lenders powers of sale and other powers as may be expedient and purchase, redeem or pay off any such security.

Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount upto which moneys may be borrowed by the Board of Directors, provided that subject to the provisions of clause next above, the Board may, from time to time, at its discretion, raise or borrow or secure the repayment of any sum or sums of money for the purpose of the Company as such time and in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by promissory notes or by opening current accounts, or by receiving deposits and advances, with or without security or by the issue of bonds, perpetual or redeemable debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or

by mortgaging or charging or pledging any land, building, bond or other property and security of the Company or by such other means as them may seem expedient.

TERMS OF ISSUE OF BONDS, DEBENTURES

44. Any bonds, debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meetings, appointment of Directors and otherwise. Bonds or debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting accorded by a Special Resolution.

REGISTER OF MORTGAGES, ETC. TO BE KEPT

45. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirements of, Sections 77 to 85 of the Act in that behalf to be duly complied with so far as they fall to be complied with by the Board.

REGISTER AND INDEX OF DEBENTURE HOLDER

46. The Company shall, if at any time issues debentures, keep a Register and Index of debenture- holders in accordance with Section 88 of the Act and the details of the members holding debentures both in material and dematerialized form in any media as permitted by law including electronic media. The Company shall also be entitled to keep in any state or country outside India a Branch Register of debenture-holders resident in that state or country.

ANNUAL GENERAL MEETING

47. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The first Annual General Meeting shall be held within eighteen months from the date of incorporation of the Company and the next Annual General Meeting shall be held within six months after the expiry of the financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of 96 of the Act to extend the time within which any Annual General Meeting may be held.

EXTRAORDINARY GENERAL MEETING

48. 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 in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of the voting in regard to the matter in respect of which the requisition has been made.

REQUISITION OF MEMBERS TO STATE OBJECT OF MEETING

49. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.

ON RECEIPT OF REQUISITION, DIRECTORS TO CALL MEETING, IN DEFAULT REQUISITIONISTS MAY DO SO

50. Upon receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within twenty one days from the date of the requisition being deposited at the office cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in 100 of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

MEETING CALLED BY REQUISITIONISTS

51. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

LENGTH OF NOTICE AND NATURE OF BUSINESS

52. a. Twenty-one clear days notice at least of every General Meeting, Annual, Extraordinary, and by whomsoever called specifying the day, date, place and hour of meeting, and the general nature of the business to be transacted there at, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company.

Provided that a general meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety-five per cent of the members entitled to vote at such meeting.

- b. All business shall be deemed special that is transacted at an Extraordinary Meeting and also that is transacted at an Annual Meeting with the exception of declaration of a dividend, the consideration of financial statements and the reports of the Directors and Auditors thereon, the election of the Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of Auditors. Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including in particular the nature of the concern or interest, if any, therein, of every Director and the Manager, if any, every other Key Managerial Personnel and the relatives of Directors, Manager and other Key Managerial Personnel. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
- c. Where any item of special business to be transacted at a meeting of the company relates to or affects any other company, the extent of shareholding interest in that other company of every promoter, director, manager, if any, and of every other key managerial personnel of the first mentioned company shall, if the extent of such shareholding is not less than two per cent of the paid-up share capital of that company, also be set out in the statement.

**OMISSION TO GIVE NOTICES NOT TO INVALIDATE
A RESOLUTION PASSED**

53. The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

**MEETING NOT TO TRANSACT BUSINESS NOT MENTIONED IN
NOTICE**

54. No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

QUORUM AT GENERAL MEETING

55. The quorum requirements for general meetings shall be as under and no business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business:

- Number of members upto 1000: 5 members personally present
- Number of members 1000-5000: 15 members personally present
- Number of members more than 5000: 30 members personally present

**BODY CORPORATE DEEMED TO BE PERSONALLY
PRESENT**

56. A body corporate being a member shall be deemed to be personally present if it is

represented in accordance with Section 113 of the Act.

**IF QUORUM NOT PRESENT, MEETING TO BE DISSOLVED OR
ADJOURNED**

57. If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the company—
- (a) the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine; or
 - (b) the meeting, if called by requisitionists under section 100, shall stand cancelled. If at the adjourned meeting also, a quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum. In case of an adjourned meeting or of a change of day, time or place of meeting under clause (a), the company shall give not less than three days notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the company is situated.

CHAIRMAN OF GENERAL MEETING

58. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if such chairman shall be unable or unwilling to take the chair, then the Vice-Chairman of the Board of Directors shall be entitled to take the chair, at such General Meeting. If at any meeting the Vice-Chairman shall not be present within fifteen minutes of the time appointed for holding such meeting or if such chairman shall be unable or unwilling to take the chair, then the Directors present shall elect any Director present and willing to take the chair as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the members present shall elect one of their member to be the Chairman of such meeting.

**BUSINESS CONFINED TO THE ELECTION OF
CHAIRMAN WHILST CHAIR VACANT**

59. No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

**CHAIRMAN WITH CONSENT MAY ADJOURN
MEETING**

60. The Chairman with the consent of the members may adjourn any meeting from time to time and from place to place in the city or town in which the office of the company is for the time being situate but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

QUESTIONS AT GENERAL MEETING

61. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands/result of electronic voting as per the provisions of Section 108, unless a poll is (before or on declaration of the result of the show of hands/e-voting) demanded in accordance with the provisions of Section 109. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands/electronic voting, been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

CHAIRMAN'S CASTING VOTE

62. In the case of an equality of votes, the Chairman shall, both on a show of hands or electronically and at poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.

POLL TO BE TAKEN IF DEMANDED

63. If a poll is duly demanded in accordance with the provisions of Section 109, it shall be taken in such manner as the Chairman, subject to the provisions of Section 109 of the Act, may direct, and the results of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

IN WHAT CASE POLL BE TAKEN WITHOUT ADJOURNMENT

64. Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment shall be taken at the meeting forthwith.

DEMAND FOR POLL NOT TO PREVENT TRANSACTION OF OTHER BUSINESS

65. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

MINUTES OF GENERAL MEETING AND INSPECTION THEREOF BY MEMBERS

66. a. The Company shall comply with the requirements of Section 118 of the Act, in respect of the keeping of the minutes of all proceedings of every General Meeting and every meeting of the Board or any Committee of the Board.
- b. The Chairman of the meeting shall exclude at his absolute discretion such of the matters as are or could reasonably be regarded as defamatory of any person

irrelevant or immaterial to the proceedings or detrimental to the interests of the Company.

- c) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during business hours, for such period not being less in the aggregate than two hours in each days as the Directors determine to inspection of any member without charge.

DIRECTORS

67. Subject to the provisions of the Companies Act, 2013, the number of Directors shall not be less than three and not more than fifteen.

FIRST DIRECTORS

68. The following persons are the first Directors of Company:

- i) **Mr. C.R. MOHTA**
- ii) **Mr. RAMESH KUMAR VIJAY**

And, the present Directors of the Company as on the date of adoption are:

- i) **Mr. SURAJ RATAN MUNDHRA**
- ii) **Mr. MUKESH MUNDHRA**
- iii) **Mr. AJAY KUMAR MIMANI**
- iv) **Mr. TRINETRA GOKARANNATH BAJPAI**
- v) **Mr. MIHIR KUMAR GHOSH**

DIRECTORS OF THE COMPANY

69. Subject to the provisions of Section 152 of the Act, not less than two-thirds of total number of Directors of the Company shall:

- a) be persons whose period of office is liable to determination by retirement of Directors by rotation; and
- b) save as otherwise expressly provided in the Act, be appointed by the Company in General Meeting.

APPOINTMENT OF NOMINEE DIRECTORS

70. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Banks or a State Finance Corporation or any Financial Institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves or by any agency nominated by the central government (each of the above is hereinafter this Article referred to as "the Corporation") out of any loan/debenture assistance granted by them to the Company or so long as the Corporation holds or continues to hold Debentures/ Shares in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors whole time or non whole-time (which Director or Directors, is/are hereinafter referred to as Nominee Directors) on the board of the Company and to remove from such office any person or persons so appointed and to appoint any person in his or their place/s. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all

General Meetings, Board Meetings and of the Meetings of Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The corporation shall also be entitled to receive all such notices and minutes. The Board of Directors of the company shall have no power to remove from office the Nominee Director/s. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights privileges and subject to the same obligations as any other Director of the Company. The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds or continues to hold Debentures/Shares in the Company as a result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the guarantee is outstanding and the Nominee Directors so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to Corporation or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation. The Company shall 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, monies or remuneration in any form is payable to the Director/s of the Company, the fees, commission monies and remuneration in the relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the company directly to Corporation.

Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be, to such Nominee Director/s.

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fees in relation to such Nominee Director/s shall also accrue to the corporation and the same shall accordingly be paid by the Company directly to the Corporation. Provided also that in the event of the Nominee Director/s being appointed as whole-time Director/s, such Nominee Director/s shall exercise such power and duties as may be approved by the Corporation and have such rights as are exercised or available to whole time director in the management of the affairs of the Company. Such whole-time Director(s) shall be entitled to receive such remuneration, fee, commission, and monies as may be approved by the Corporation.

POWER TO APPOINT EX-OFFICIO DIRECTORS

71. Whenever the Directors enter into a contract with any Government, Central, State or local authority, Institution or any person or persons for borrowing any money or for providing any guarantee of security or for technical collaboration of assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have subject to the provisions of the Act, the power to agree that such government authority, institution, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may also agree that any such Director or Directors may be removed from time to time by the Government, institution, person or

persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy, which occurs as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.

DEBENTURE DIRECTORS

72. If it is provided by the Trust Deed securing or otherwise, in connection with any issue of debenture of the Company that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debenture, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be liable to retire by rotation.

APPOINTMENT OF ALTERNATE DIRECTOR

73. The Board may, in accordance with and subject to the provision of Section 161 of the Act, appoint an Alternate Director to act for a Director during latter's absence for a period of not less than three months from India. 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 office, if and when the original Director returns, to India. If the term of office of the original Director is determined before he so returns, any provisions in the Act or in these Articles for the automatic reappointment of a retiring Director in default of another appointment shall apply to the original Director and not the alternate Director

DIRECTOR'S POWER TO ADD TO THE BOARD

74. Subject to the provisions of 161 of the Act the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 67. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting.

INDEPENDENT DIRECTORS

75. The Board of Directors may appoint such number of Independent Directors as are required under Section 149 of the Companies Act, 2013 or Clause 49 of Listing Agreement, whichever is higher, from time to time) Independent directors shall possess such qualification as required under Section 149 of the Companies Act, 2013 and Clause 49 of Listing Agreement. Independent Director shall be appointed for

such period as prescribed under relevant provisions of the Companies Act, 2013 and Listing Agreement and shall not be liable to retire by rotation.

WOMEN DIRECTOR

76. The Board of Directors may appoint women director as per the requirements of Section 149 of the Act, if applicable

DIRECTOR'S POWER TO FILL CASUAL VACANCIES

77. Subject of the provisions of the Act, the Board shall have power at any time to appoint any other person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.

KEY MANAGERIAL PERSONNEL

- 78 a. Subject to the provisions of the Act, a chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board.
- b. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer subject to provisions of the Act.
- c. The Managing Director shall act as the Chairperson of the Company for all purposes subject to the provisions contained in the Act and these articles.

REMUNERATION OF DIRECTORS

79. a. Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive and be paid out of the funds of the Company a fee for each meeting of the Board of Directors or any committee thereof, attended by him as may be fixed by the Board of Directors from time to time subject to the provisions of Section 197 of the Act, and the Rules made thereunder. For the purpose of any resolution in this regard, none of the Directors shall be deemed to be interested in the subject matter of the resolution. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at meetings of the Board or of any committee of the Board or otherwise in the execution of their duties as Directors either in India or elsewhere. The Managing/Whole-time Director of the Company who is a full time employee, drawing remuneration will not be paid any fee for attending Board Meetings.
- b. Subject to the provisions of the Act, the Directors may, with the sanction of a Special Resolution passed in the General Meeting and such sanction, if any, of the

Government of India as may be required under the Companies Act, sanction and pay to any or all the Directors such remuneration for their services as Directors or otherwise and for such period and on such terms as they may deem fit.

- c. Subject to the provisions of the Act, the Company in General Meeting may by Special Resolution sanction and pay to the Directors in addition to the said fees set out in sub-clause (a) above, a remuneration not exceeding one per cent (11%) of the net profits of the Company calculated in accordance with the provisions of Section 198 of the Act.
- d. Subject to the provisions of the Companies Act, and subject to such sanction of the Government of India, as may be required under the Companies Act, if any Director shall be appointed to advise the Directors as an expert or be called upon to perform extra services or make special exertions for any of the purposes of the Company, the Directors may pay to such Director such special remuneration as they think fit; such remuneration may be in the form of either salary, commission, or lump sum and may either be in addition to or in substitution of the remuneration specified in clause (a) of the Article.

DIRECTOR MAY ACT NOTWITHSTANDING ANY VACANCY

80. The continuing Director may act notwithstanding any vacancy but if and so long as their number is reduced below the minimum, the continuing Directors not being less than two may act for the purpose of increasing the number of Director to that number, or of summoning a General Meeting, but for no other purpose.

WHEN OFFICE OF DIRECTORS TO BECOME VACANT

81. The office of a Director shall be vacated if:
 1. he is found to be unsound mind by a Court of competent jurisdiction;
 2. he applies to be adjudicated as an insolvent;
 3. he is an undischarged insolvent;
 4. he is convicted by a Court of any offence whether involving moral turpitude or otherwise and is sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence;
 5. he fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call;
 6. an order disqualifying him for appointment as Director has been passed by court or tribunal and the order is in force.

7. he has not complied with Subsection (3) of Section 152
8. he has been convicted of the offence dealing with related party transaction under section 188 at any time during the preceding five years.
9. he absents himself from all meetings of the Board for a continuous period of twelve months, with or without seeking leave of absence from the Board;
10. he acts in contravention of Section 184 of the Act and fails to disclose his interest in a contract in contravention of section 184.
11. he becomes disqualified by an order of a court or the Tribunal
12. he is removed in pursuance of the provisions of the Act,
13. having been appointed a Director by virtue of holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company;

Notwithstanding anything in Sub Clause (4), (6) and (8) aforesaid, the disqualification referred to in those clauses shall not take effect:

1. for thirty days from the date of the adjudication, sentence or order;
2. where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence or order until the expiry of seven days from the date on which such appeal or petition is disposed off; or
3. where within the seven days as aforesaid, any further appeal or petition is preferred in respect of the adjudication, sentence, conviction or order, and appeal or petition, if allowed, would result in the removal of the disqualification, until such further appeal or petition is disposed off.

DIRECTOR MAY CONTRACT WITH COMPANY

82. Subject to the provisions of Section 188 of the Act and other limitations, if any, prescribed in the Companies Act, 2013, the Directors shall be entitled to contract with the Company and no Director shall be disqualified by having contracted with the Company as aforesaid.

DISCLOSURE OF INTEREST

83. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in 184 of the Act. 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 company where any of the directors of the Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in any such other company.

GENERAL NOTICE OF DISCLOSURE OF INTEREST

84. A general notice given to the Board by the directors to the effect that he is a director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any notice shall expire at the end of the financial year in which it shall be given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

RETIREMENTS AND ROTATION OF DIRECTORS

85. At every Annual General Meeting of the Company, one third of such of the Directors, for the time being as are liable to retire by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. In the following Articles 'a Retiring Director' means a Director retiring by rotation. The Company shall comply with the provisions of Section 152 in this regard.

PROVISION IN DEFAULT OF APPOINTMENT

86. a) If the place of the retiring Director is not so filled up and the meeting had not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.
- b) If at the adjourned meeting also it has been not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been reappointed at the adjourned meeting, unless,
- i. at that meeting or at the previous meeting resolution for the reappointment of such Director has been put to the meeting and lost;
 - ii. the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so reappointed;
 - iii. he is not qualified or is disqualified for appointment;
 - iv. a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
 - v. the provision to 162 of the Act is applicable to the case.

COMPANY MAY INCREASE OR REDUCE THE NUMBER OF DIRECTORS

87. Subject to of the Act, the Company may, by ordinary resolution, from time to time, increase or reduce the number of Directors, and may alter their qualifications and the Company may (subject to the provision of Section 169 of the Act) remove any

Director before the expiration of his period of office and appoint another person instead. The person so appointed shall hold office during such time as Director in whose place he is appointed would have held the same if he had not been removed.

**NOTICE OF CANDIDATE FOR OFFICE OF DIRECTOR
EXCEPT IN CERTAIN CASES**

88. a) 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 has, not less than fourteen days before the meeting, left at the 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 deposit of such sum as may be prescribed by the Act or the Central Government from time to time which shall be refunded to such person or as the case may be, to such member, if the person succeeds in getting elected as a Director gets more than 25% of total valid votes cast either on show of hands or on poll on such resolution.
- b) Every person other than a Director or a person who has left at the office of the Company a notice under 160 of the Act signifying his candidature for the office of a Director posted 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.
- c) A person other than a Director re-appointed after retirement by rotation or 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 Director under the Act immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

**REGISTER OF DIRECTORS ETC., AND
NOTIFICATION OF CHANGE TO REGISTRAR**

89. a) The company shall keep at its office a Register containing the particulars of its Directors, Manager, Secretary and other persons mentioned in Section 170 of the Act and shall otherwise comply with the provisions of the said Section in all respect.

**DISCLOSURE BY DIRECTOR OF APPOINTMENT
TO ANY OTHER BODY CORPORATE**

90. Every Director including a person deemed to be a Director by virtue of the Explanation to 170 of the Act, Manager, or Secretary of the Company shall within twenty days of his appointment to any of the above office in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under Section 170 of the Act.

DISQUALIFICATION OF DIRECTORS

91. The Company shall not appoint any person as its Director if:

- a) he has been found to be of unsound mind by a Court of competent jurisdiction and the findings is in force;
- b) he is an undischarged insolvent;
- c) he has applied to be adjudicated as an insolvent and his application is pending;
- d) he has been convicted by a Court of any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months, and a period of five years has not elapsed from the date of expiry of the sentence;
- e) he has not paid any call in respect of shares of the Company held by him, whether alone or jointly with others, and six months have elapsed from the last day fixed for the payment of the call; or
- f) an order disqualifying him for appointment as Director has been passed by a Court and it is in force
- g) he has been convicted of the offence dealing with related party transactions under section 188 at any time during the last preceding five years
- h) he has not complied with sub-section (3) of section 152

No person who is or has been a director of a company which—

- (a) has not filed financial statements or annual returns for any continuous period of three financial years; or
- (b) has failed to repay the deposits accepted by it or pay interest thereon or to redeem any debentures on the due date or pay interest due thereon or pay any dividend declared and such failure to pay or redeem continues for one year or more, shall be eligible to be re-appointed as a director of that company or appointed in other company for a period of five years from the date on which the said company fails to do so.

THE BOARD MAY APPOINT MANAGING DIRECTOR

92. Subject to the provisions of the Act and of these Articles, the Board shall have the power to appoint from time to time any of its members as Managing Director or Managing Directors of the Company for a 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 the act, the Board may by resolution vest in such Managing Director or Managing Directors 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. The remuneration of a Managing Director may be by way of monthly payment, fee for such meeting or participation in profits or by any or all of these modes or any other mode not expressly prohibited by the Act.

SPECIAL POSITION OF MANAGING DIRECTOR

93. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation in accordance with Article 85 if he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS MEETING OF DIRECTORS

94. a) The Directors may meet together as a Board for despatch of business from time to time, and shall so meet at least once in every three months and at least four such meetings shall be held in every year with a maximum time gap of 120 days between two meetings. The Directors may adjourn and otherwise regulate their meetings as they think fit.
- b) Subject to the provisions of Section 173, the Board and/or the Committees of the Board may, if the circumstances warrant, meet and/or discuss, resolve by means of telephone, fax, electronic mail, television or through any other audio-visual links known as audio and/or video conferencing instead of physical meetings.

NOTICE OF MEETINGS

95. At least seven days notice of every meeting of the Board shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director provided however that in the case of a Director resident outside India, notice of every meeting of the Board shall also be given to such Director at his address outside India and to his alternate, if any, in India at his usual address in India. Such notice shall be accompanied by the agenda setting out the business proposed to be transacted at the meeting of the Board. Provided that a meeting of the Board may be convened in accordance with Article 52 by a shorter notice in the case of an emergency or if special circumstances so warrant, subject to compliance with provisions of the Act.

QUORUM

96. Subject to provisions of the Act, the quorum for a meeting of the Board shall be one third of its total strength (excluding Directors, if any, whose place may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher, provided, that where at any time the number of interested Director exceeds or is equal to two-thirds of the total strength in number of the remaining Directors, that is to say, the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time.

ADJOURNMENT OF MEETING FOR WANT OF QUORUM

97. If a meeting of the Board could not be held for want of quorum then the meeting shall automatically stand adjourned to such other date and time (if any) as may be fixed by the Chairman not being later than seven days from the date originally fixed for the meeting.

WHEN MEETING TO BE CONVENED

98. The Secretary shall, as and when directed by the Chairman or Vice Chairman or by a Director or Directors to do so, convene a meeting of the Board by giving a notice in writing to every Director.

CHAIRMAN AND VICE CHAIRMAN

99. a) The Board may appoint from amongst its members a Chairman, and a Vice Chairman.
- b) The Chairman of the Board shall be entitled to take the chair at every meeting of the Board. If at any meeting of the Board the Chairman shall not be present within fifteen minutes of the time appointed for holding the same or if he be unable or unwilling to take the chair then the Vice Chairman shall be entitled to take the chair at such Board Meeting.,

POWERS OF THE BOARD MEETING

100. A meeting of the Board for the time being in which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.

DIRECTORS MAY APPOINT COMMITTEE

101. Subject to the provisions of the Act and the restrictions contained in Section 179 of the Act, the Board may delegate any of their powers to committees of the Board consisting of such members or of its body as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes, but every 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. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise shall have the like force and effect as if done by the Board.

RESOLUTIONS BY CIRCULATION

102. No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the directors, or members of the committee, as the case may be, at their addresses registered with the company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the directors or members, who are entitled to vote on the resolution. Company shall comply with provisions of Section 175 in this regard.

ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING INFORMAL APPOINTMENT

103. All acts done by any meeting of the Board or by a committee of the Board, or by any person acting, as a Director shall notwithstanding that it shall afterwards be discovered that there is some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office 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 shown to the Company to be invalid or to have terminated.

MINUTES OF PROCEEDINGS OF MEETINGS OF BOARD

104. i) The company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.
- ii) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of every meeting in such books shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- iii) In no case shall the minutes of proceedings of a meeting be attached to any such books as aforesaid by pasting or otherwise.
- iv) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- v) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.
- vi) The minutes shall also contain:
- a. the names of the Directors present at the meeting; and
 - b. 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.
- vii) Nothing contained in sub-clauses (1) to (6) shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting;
- a. is or could reasonably be regarded as defamatory of any person.
 - b. is irrelevant or immaterial to the proceedings, or
 - c. is detrimental to the interests of the company
- The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in minutes on the grounds specified in this sub-clause.
- viii) Minutes of meeting kept in accordance with aforesaid provisions shall be evidence of the proceedings recorded therein.

POWERS OF DIRECTORS

105. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the act or any statutory modification thereof for the time being in force, or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the said 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 regulation made by the Company in General Meeting, shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

CERTAIN POWERS OF THE BOARD

106. Without prejudice to the general powers conferred by the Article 105 and so as not in any way to limit or restrict those powers conferred by these Articles, but subject to the restrictions contained in the Article 105, it is hereby declared that the Directors shall have the following powers, that is to say, power:

1. To pay the costs, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the company.
2. To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of the Act.
3. Subject to the provisions of the Act to purchase or otherwise acquire for the Company any property, right 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.
4. At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, mortgages, or other securities of the Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
5. To secure the fulfillment of any contracts or engagements 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 time being or in such manner as they may think fit.
6. 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.

7. To appoint any person to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purpose, and to execute and do all such deeds and things as may be required in relation to any trust and to provide for the remuneration of such trustee or trustees.
8. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against the Company and to refer any differences to arbitration and observe and perform any awards made thereon.
9. To act on behalf of the Company in all matters relating to bankrupts and insolvents.
10. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
11. Subject to the provisions of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being shares of this Company), or without security and in such manner as they may think fit and from time to time to vary or realise such investments, save as provided in 187 of the Act, all investments shall be made and held in the Company's own name.
12. 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 mortgage of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
13. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases contracts and documents and to give the necessary authority for such purpose.
14. To distribute by way of bonus amongst the staff of the Company a share or shares in the profit of the Company and to give to any officer or other persons employed by the Company a commission on the profits of any particular business or transactions and to charge such bonus or commission as part of the working expenses of the Company.
15. To provide for the welfare of Directors or ex-Directors or ex-employees of the Company and their wives, widow and families or dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time 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, and 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.

16. Before recommending any dividend, to set aside out of the profits of the Company, such sum as they may think proper for 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 debenture-stock or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause) as the Board may, in its absolute discretion think conducive to the interest of the Company and subject to the provisions of the Act 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 expend all or any part thereof for the benefit of the Company, in such manner and for such purposes 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 fund 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 funds including the depreciation of debentures or debenture-stock and without being bound to pay interest on the same with power, however, to the Board at its discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper, not exceeding nine per cent per annum.
17. To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from 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. And also from time to time to 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 subclasses shall be without prejudice to the general powers conferred by this sub clause.
18. 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 to comply with.

19. 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 be members of such local boards, and to fix their remuneration.
20. Subject to provisions of the Act, from time to time and at any time to 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 call or to make loans or borrow moneys, and to authorise the members for the time being of any such local board, or any of them, to fill up any 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.
21. At any time and from time to time by power of attorney 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 power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) 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, nominee or managers, of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such powers of 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 discretion for the time being vested in them.
22. Subject to the provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deed and things in the name and on behalf of the Company as they may consider expedient.
23. From time to time to make, vary and repeal bye-laws for the regulations of the business of the Company, its officers and servants.

THE SECRETARY

107. The Directors may from time to time appoint, and at their discretion, remove the Secretary provided that where the paid-up capital of the Company is more than or equal to the limit prescribed under Section 203 of the Act read with the relevant rules made there under and as amended from time to time, it shall have a whole-time secretary. The Directors may also at any time appoint some person (who need not be the secretary) to keep the registers required to be kept by the Company.

THE SEAL, ITS CUSTODY AND USE

108. a) The Board shall provide a common seal for the purpose 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 Board shall provide for the safe custody of the seal for the time being, and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- b) The company shall also be at liberty to have an official seal in accordance with of the provisions of the Act, for use in any territory, district or place outside India.

DEEDS HOW EXECUTED

109. Every deed or other instrument to which the seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney, be signed by two Directors or one Director and Secretary or some other person appointed by the Board for the purpose provided that in respect of the share certificate the seal shall be affixed in accordance with Articles hereof.

DIVIDENDS DIVISIONS OF PROFITS

110. The Profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles and the Act shall be divisible among the members in proportion to the amount of capital paid or credited paid-up on the shares held by them respectively.

THE COMPANY IN GENERAL MEETING MAY DECLARE A DIVIDEND

111. 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, but the Company in General Meeting may declare a smaller dividend.

DIVIDENDS ONLY TO BE PAID OUT OF PROFITS

112. No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of 123 of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both provided that:
- a) If the Company has not provided for depreciation for any previous financial year or years it shall, before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years;
- b) If the Company has incurred any loss in any previous financial year or years the

amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of 123 of the Act or against both.

INTERIM DIVIDEND

113. The Board may, from time to time, pay to the members such interim dividend as in their judgement the position of the Company justifies.

CAPITAL PAID - UP IN ADVANCE AND INTEREST, NOT TO EARN DIVIDEND

114. 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 participation in profits.

DIVIDENDS IN PROPORTION TO AMOUNT PAID- UP

115. 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.

TRANSFER OF SHARE MUST BE REGISTERED

116. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

DIVIDENDS REMITTED

117. Unless otherwise directed any dividend may be paid by cheques or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the register in respect of the joint holding. Every such cheque or warrant or pay slip or receipt lost in transmission, or for any dividend lost to the member or persons 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.

INTEREST ON UNPAID DIVIDEND

118. Subject to the provisions of 123 to 127 of the Act, no unpaid dividend shall bear interest as against the Company.

UNCLAIMED DIVIDEND

119. No unclaimed dividend shall be forfeited by the Board and the dividends unclaimed will be dealt with in accordance with the provisions of 123, 124 or other provisions, if any of the act as may be applicable from time to time.

DIVIDEND AND CALL TOGETHER

120. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend may, if so arranged between the Company and the member, be set off against the calls.

CAPITALISATION

121. a) The Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund, or any Capital Redemption Reserve Accounts, or in the hands of the Company and available for dividend (or representing premium received on the issue of shares and standing to the credit of the Share Premium Account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum provided that a Share Premium Account and Capital Redemption reserve account may, for the purpose of this Article, only be applied in the paying of any unissued shares to be issued to members of the Company as fully paid bonus share.
- b) A General Meeting may resolve that any surplus money arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the members on the footing that they receive the same as capital.
- c) For the purpose of giving effect to any resolution under the preceding paragraphs of this Articles the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates.

ACCOUNTS

DIRECTORS TO KEEP TRUE ACCOUNTS

122. The Company shall keep at the office or at such other place in India as the Board thinks fit, proper books of accounts in accordance with Section 128 of the Act with respect to:
- a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
 - b) all sales and purchases of goods by the Company.
 - c) the assets and liabilities of the Company.

ACCOUNTS

123. Where the Board decides to keep all or any of the books of accounts at any place other than the 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. The Company shall preserve in good order the books of account relating to a period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such books of account. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper books of account relating to the transactions effected at the branch office and proper summarised returns, made up-to-date at intervals of not more than three months, are sent by the branch office to the Company at its office or other place in India, at which the Company's books of account are kept as aforesaid. The books of accounts 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. The books of accounts and other books and papers shall be open to inspection by any Director during business hours.

INSPECTION OF ACCOUNTS OR BOOKS BY MEMBERS

124. 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 and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorised by the Board.

STATEMENT OF ACCOUNTS TO BE FURNISHED TO GENERAL MEETING

125. The Directors shall from time to time, in accordance with Sections 129, 133, 134 and other provisions of the Act cause to be prepared and to be laid before the Company in General Meeting, such Financial Statements and other reports as are required by the Act.

COPIES SHALL BE SENT TO EACH MEMBER

126. a) A copy of every such financial statement (including the Auditors' Report and every other documents required by law to be annexed or attached to them), shall at least twenty one days before the meeting at which the same are to be laid before the members be sent to the members of the company, to holders of debentures issued by the Company (not being debentures which are payable to the bearer thereof), to trustees for the holders of such debentures and to all persons entitled to receive notice of General Meeting of the Company.
- b) Without prejudice to the generality of the above provisions the company may; if its shares are listed at any recognized Stock Exchange make available for inspection at its registered office for a period not exceeding twenty one days before the date of the meeting and send a statement containing the salient features of such documents in the prescribed forms or copies thereof as the Company may deem fit to every member of the Company and to every trustee for the holder of any debenture issued by the Company not less than 21 days before the date of the meeting.

**AUDITED AND APPROVED FINANCIAL STATEMENT TO BE CONCLUSIVE
EVIDENCE**

127. Every financial statement of the Company when audited and approved by the Company at an Annual General Meeting shall be conclusive except as regards any error discovered therein. Whenever any such error is discovered the financial statement shall forthwith be corrected by the Board and henceforth shall be conclusive.

**AUDIT ACCOUNTS TO BE
AUDITED**

128. Auditors shall be appointed and their rights and duties regulated in accordance with Sections 139 to 143, and 145 to 148 of the Act.

WINDING UP

129. The Liquidator on any winding-up (whether voluntary, under supervision of the Court of compulsory) may, with the sanction of Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit.

**INDEMNITY AND RESPONSIBILITY DIRECTORS
AND OTHERS RIGHT OF INDEMNITY**

130. Subject to Section of the Act, every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company, against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or discharged or in

connection with any application under Section 463 of the Act in which relief is granted to him by the Company.

SECRECY CLAUSE

131. a) Every Director, (except institution/ex-officio director) 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 Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company and all 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 law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- b) No member shall be entitled to visit or inspect any works of the Company, without the permission of the directors or to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which, in the opinion of the Director, it would be inexpedient in the interest of the Company to disclose.

REGISTERS, INSPECTION AND COPIES THEREOF

132. a. Any Director or Member or person can inspect the statutory registers maintained by the company, which may be available for inspection of such Director or Member or person under provisions of the act by the company, provided he gives fifteen days notice to the company about his intention to do so.
- b. Any ,Director or Member or person can take copies of such registers of the company by paying Rs. 10 per page to the company. The company will take steps to provide the copies of registers to such person within Fifteen days of receipt of money.

GENERAL AUTHORITY

133. Wherever in the applicable provisions under the Act, it has been provided that, any Company shall have any right, authority or that such Company could carry out any transaction only if the Company is authorised by its Articles, this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any specific regulation or clause in that behalf in this articles.

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

Names, Addresses Description & Occupation of Subscriber	Number of Equity Shares taken by each subscriber	Signature of the Member Subscribers	Name, Addresses Descriptions and Occupation of Witnesses
<p>CHAND RATAN MOHTA S/o. Sri Pannalal Mohta 8, Hanspukur 1st Lane Calcutta - 700 007 Service</p>	<p>100/- (One hundred)</p>	Sd/-	<p>Witness to all the Signatories Sd/- DIPAN BANERJEE S/o. Shri Aditya Nath Banerjee 34, Pancharamia Road, P.O. Bally Post : Howrah, Pin : 711 201 Service</p>
<p>RAMESH KUMAR VIJAY S/o. Sri R. S. Vijay 8/12, Brijdham Housing Complex 255, Canal Street Calcutta - 700 048 Chartered Accountant</p>	<p>100 (One hundred)</p>	Sd/-	
<p>TAPAS SEN S/o. Late H. K. Sen B 12/8, Indraloke Housing Estate Paikpara Calcutta - 700 002 Service</p>	<p>100 (One hundred)</p>	Sd/-	
<p>MONI MOHAN BANERJEE S/o. Late Nitya Gopal Banerjee 249/G, Dum Dum Road Calcutta - 700 017 Service</p>	<p>100 (One hundred)</p>	Sd/-	
	<p>400 (Four hundred)</p>		

MERGER ORDER DATED

15/09/2010

BETWEEN

ARCL ORGANICS LIMITED

AND

ALLIED RESINS AND
CHEMICALS LIMITED

17-6¹⁰/₂₀₁₀

C P No.340 of 2010

Connected with

C A No. 441 of 2010

IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

480



In the Matter of the Companies Act, 1956;
And

In the Matter of :

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

And

In the Matter of

ARCL Organics Limited a company
incorporated under the Companies Act,
1956 and having its Registered Office at
45/2, Rafi Ahmed Kidwai Road, Kolkata-
700 016 within the jurisdiction aforesaid.

And

In the Matter of

Allied Resins & Chemicals Limited a
company incorporated under the
Companies Act, 1956 and having its
Registered Office at 13, Camac Street,
Kolkata-700 017 within the jurisdiction
aforesaid.

1. ARCL Organics Limited
2. Allied Resins & Chemicals Ltd.

PETITIONERS

Company Petition
Company Application

340
C.O. No. 124 D.C. 441.

No. of 2010
No. of 2010

209



IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

In the Matter of The Companies Act 1956.

- And -

In the Matter of :-

An application under Sections 391(2) and 394 of the said Act.

And

In the Matter of :-

ARCL Organics Limited, a Company incorporated under the Companies Act 1956 and having its Registered Office at 45/2 Rafi Ahmed Kidwai Road, Kolkata - 700016 within the Jurisdiction aforesaid.

And

In the Matter of

Allied Resins & Chemicals Limited, a Company incorporated under the Companies Act 1956 and having its Registered Office at 13, Camac Street, Kolkata - 700017 within the Jurisdiction aforesaid.

1. ARCL Organics Limited
2. Allied Resins & Chemicals Ltd.

Petitioners

The above petition came on for hearing on this day upon reading the said petition, the order dated Twenty-second day of June in the two thousand Ten, whereby the abovesaid petitioners Company no. 1, ARCL Organics Limited (hereinafter referred to as the said transferee Company) and the abovesaid petitioners Company no. 2 Allied Resins & Chemicals Ltd (hereinafter referred to as the said transferor Company) were ordered to convey separate

The Honourable Mr. Justice

J. D. Mukerji

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and is thought fit, approving with or without modification the proposed Scheme of Arrangement for Amalgamation of the said transferee Company with the said Transferor Company and annexed to the joint affidavit of Ajoy Kr. Mishra and Sandip Manchhara filed on Seventeenth day of June in the year of Two Thousand Ten 'Business Standard' and 'The Protidin' both dated the tenth day of July in the year of Two Thousand Ten each containing the advertisements of the notices concerning the said meeting directed to be held by the said order dated Twenty-Second day of June in the year of Two Thousand Ten, the affidavit of Krishna Nanda Mukherjee filed on Twenty-sixth day of July in the year of Two Thousand Ten showing the publication and despatch of the said notices concerning the said meetings, the reports of the Chairpersons of the said meetings dated Second day of August in the year of Two Thousand Ten, as to the result of the said meetings and upon reading on the part of the said - petitioners Companies an affidavit of Swapan Kr. Shit filed on Twenty-fourth day of August in the year of Two Thousand Ten, and the exhibits therein referred to and upon reading the order made therein and dated Tenth day of August in the year of Two Thousand Ten. And upon reading on the part of the Central Government, an affidavit of U.C. Naha, Regional Director (Eastern Region) Ministry of Corporate Affairs, Kolkata and filed on fifteenth day of September in the year of Two Thousand Ten. And upon hearing Mr. P.K. Jeythumalai Advocate for the said petitioners Companies and Mr. S Chatterjee Advocate for the Central Government and appearing from the said reports of the Chairpersons that the proposed Scheme of Arrangement for Amalgamation has been approved by the requisite majority of the Equity Shareholders of the said Transferor Company and the said Transferee Company

said petitioner Companies submitting to this Hon'ble Court that Balance Sheet as regards to the latest Financial Position of the Company has not been disclosed in the petition.

This Court doth hereby sanction the proposed Scheme of Arrangement for Amalgamation set forth in Annexure A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from first day of April in the year of Two Thousand Nine (hereinafter referred to as the Said Appointed Date) on the Said transferor Company and the Said transferee Company and their respective shareholders and all concerned.

This Court doth Order

1. That all the properties, rights and interest of the Said Transferor Company including those specified in the first, second and third parts of the Schedule B hereto be transferred from the Said appointed date and vest 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 vest in the Said transferee Company for all the estate and interest of the Said transferor Company therein but subject nevertheless to all charges now affecting the same.
2. That all the liabilities and duties of the Said transferor Company be transferred from the said appointed 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 the proceedings and/or Suits and/or appeals now pending by or against the Said Transferor Company shall be Continued by or against the Said Transferee Company, and
4. that the Said Transferee Company do without further application issue and allot shares in the Said Transferee Company to the shareholders of the Said Transferor Company to which they are entitled under the Said Scheme of Arrangement for Amalgamation, and
5. that the Said Transferor Company and the Said Transferee Company respectively do within a period of thirty days from the date of obtaining the Certified Copy of this order cause the Same to be delivered to the Registrar of Companies, West Bengal for registration, and
6. that the Official Liquidator attached to this Honble Court do file his report under Second proviso to Section 394(1) of the Companies Act 1956 in respect of the Said Transferor Company within a period of four months from the date hereof, and
7. that leave be and the Same is hereby granted to the Said Transferee Company to apply for the dissolution without winding up of the Said Transferor Company after filing of the Said report by the Said Official Liquidator, and
8. that leave be and the Same is hereby granted to the Said petitioner Companies to file the Schedule of Assets of the Said Transferor Companies within a period of three weeks from the date hereof, and.

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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
10. That in the event the said petitioner Companies supply a legible computerised print out of the said Schedules and the Schedule of Assets in acceptable form to the department, the concerned department will append such computerised print out, upon verification to the Certified Copy of the order without insisting on a hand written copy thereof, and
11. That the said petitioner Companies do pay to the Central Government its costs of and incidental to this application at two hundred gold mohars being the consolidated cost, and
12. That the Company Petition No. 340 of 2010 be and the same is hereby allowed with the aforesaid directions.

Witness Mr. Jainarayan Patel, the Chief Justice
at Calcutta aforesaid the fifteenth day of September
in the year of Two thousand Ten.

Munghunwalla & Co. Advocate

S.S. Saxker

Advocate for the Central
Government

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for Registrar

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- Schedule A above referred to -

SCHEME OF ARRANGEMENT FOR AMALGAMATION OF
ALLIED RESINS & CHEMICALS LIMITED
WITH
ARCL ORGANICS LIMITED

PART-I : DEFINITIONS

In this Scheme the following expressions unless repugnant to the context shall have the meaning assigned thereto :

- A. "TRANSFEREE COMPANY" means ARCL Organics Limited a company incorporated under the Companies Act, 1956 and having its Registered Office at 45/2, Rafi Ahmed Kidwai Road, Kolkata-700 016.
- B. "TRANSFEROR COMPANY" means Allied Resins & Chemicals Limited a company incorporated under the Companies Act, 1956 and having its Registered Office at 13 Camac Street, Kolkata-700 017 in the State of West Bengal.
- C. "APPOINTED DATE" means the 1st day of April, 2009.
- D. "EFFECTIVE DATE" means the date when the certified copy of the order of the High Court sanctioning this Scheme is filed with the Registrar of Companies, West Bengal, by both the companies.
- E. "THE ACT" means the Companies Act, 1956.
- F. "UNDERTAKING OF THE TRANSFEROR COMPANY" means and includes:
- i) All the properties, assets and liabilities of the TRANSFEROR COMPANY immediately before the amalgamation and without prejudice to the generality of the foregoing clause the said undertaking includes :

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- a) all assets, properties, moveable and immoveable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature, wheresoever situated including land, buildings, sheds, godowns, warehouse, offices, plant and machineries, Vehicles, equipment, furniture investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances of the TRANSFEROR COMPANY ;
- b) trade marks, brands, goodwill, designs, copy rights, patents and all other intellectual rights and properties of the TRANSFEROR COMPANY ;
- c) all permits, quotas, rights, industrial and other licences, approvals, consents, tenancies, bank accounts, privileges, all other rights, benefits and entitlements, lease rights (including the benefit of any applications made therefore), licences, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection of the TRANSFEROR COMPANY ;
- d) all records, files, papers, designs, and process information, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, customer pricing information, and other records, whether in physical form or electronic form of the TRANSFEROR COMPANY ;
- e) all present and future liabilities, obligations and duties of the TRANSFEROR COMPANY of whatsoever kind and
- f) all employees of the TRANSFEROR COMPANY.

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

H. "RECORD DATE" means a date to be fixed by the Board of Directors of the TRANSFEREE COMPANY in consultation with the Board of Directors of the TRANSFEROR COMPANY for the purpose of issue of shares by the TRANSFEREE COMPANY to the shareholders of the TRANSFEROR COMPANY under this Scheme.

PART-II : PRESENT CAPITAL STRUCTURE

A. The Authorised Share Capital of the TRANSFEREE COMPANY is Rs.3,75,00,000/- divided into 37,50,000 Equity Shares of Rs.10/- each. The issued, subscribed and paid up share capital of the TRANSFEREE COMPANY as on the Appointed Date was Rs.3,00,00,000/- divided into 3,00,000 Equity Shares of Rs.10/- each all fully paid up. Subsequently on 31st March 2010 the TRANSFEREE COMPANY has issued and allotted 7,50,000 equity shares at a premium of Rs.90/- per share and the issued, subscribed and paid up share capital of the TRANSFEREE COMPANY has increased to Rs.3,75,00,000/- divided into 37,50,000 equity shares of Rs. 10/- each all fully paid up.

B. The Authorised share capital of the TRANSFEROR COMPANY is Rs.30,00,00,000/- divided into 3,00,00,000 Equity Shares of Rs.10/- each. The issued, subscribed and paid up share capital of the TRANSFEROR COMPANY is Rs.8,50,00,000 divided into 85,00,000 Equity Shares of Rs.10/- each all fully paid up.

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PART-III : BACKGROUND

The TRANSFEROR COMPANY is engaged in the business of manufacturing and dealing in formaldehyde and resins. The TRANSFEREE COMPANY is engaged in the business of manufacturing and trading in allied chemicals and there is a synergy between the business of the two companies and it is therefore proposed to amalgamate the TRANSFEROR COMPANY with the TRANSFEREE COMPANY on the terms hereinafter stated.

PART-IV : SCHEME**1.0 : TRANSFER & VESTING**

1.1. With effect from the Appointed Date, the Undertaking of the TRANSFEROR COMPANY shall without further act or deed be transferred to and be vested or deemed to be vested in the TRANSFEREE COMPANY pursuant to Section 394(2) of the Act subject to all charges, liens, mortgages, lispensens, if any, then affecting the same or any part thereof.

1.2. If any proceedings by or against the TRANSFEROR COMPANY be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the TRANSFEROR COMPANY or anything contained in this scheme but the proceedings including those by the creditors of the TRANSFEROR COMPANY may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the TRANSFEROR COMPANY if this scheme had not been made.

1.3. The transfer and vesting of properties and liabilities under clause 1.1 hereof and the continuance of the proceedings by or against the TRANSFEREE COMPANY under clause 1.2 hereof shall not affect any transaction or contract already concluded by the TRANSFEROR COMPANY on and after the Transfer

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Date to the end and intent that the TRANSFEREE COMPANY accepts and adopts all acts, deeds and things done and executed by or on behalf of the TRANSFEROR COMPANY as acts deeds and things done and executed by or on behalf of the TRANSFEREE COMPANY.

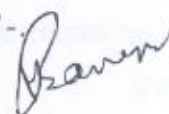
1.4. Subject to other provisions contained in this scheme, all contracts, deeds, bonds, agreements, and other documents and instruments of whatsoever nature to which the TRANSFEROR COMPANY is a part subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the TRANSFEREE COMPANY and may be enforced as fully and effectively as if instead of the TRANSFEROR COMPANY, the TRANSFEREE COMPANY had been a party thereto.

1.5. The employees of the TRANSFEROR COMPANY, shall become the employees of the TRANSFEREE COMPANY without interruption in service and on basis of continuity of service and on terms not less favourable to them than those applicable to them on the Effective Date.

1.6. The existing provident fund, gratuity fund or trusts created by the TRANSFEROR COMPANY or any other special funds created or existing for the benefit of the employees of the TRANSFEROR COMPANY shall be transferred to the relevant funds of the TRANSFEREE COMPANY and till such time shall be maintained separately. In the event the TRANSFEREE COMPANY does not have its own funds with respect to any such matters, the TRANSFEREE COMPANY shall create necessary funds to which the contributions pertaining to the employees of TRANSFEROR COMPANY shall be transferred.

1.7. The authorised share capital of the TRANSFEROR COMPANY, amounting to Rs. 30,00,00,000/- shall also stand transferred to and vested in the TRANSFEREE COMPANY and shall form part of the authorised share capital of the TRANSFEREE COMPANY and, accordingly on the Effective Date the authorised share capital of the TRANSFEREE COMPANY shall stand increased from Rs. 3,75,00,000/- to Rs. 33,75,00,000/-.





1.8. All Taxes (including without limitation, Income tax, Sales Tax, Service Tax, Vat etc.) paid or payable by the TRANSFEROR COMPANY whether by way of deduction at source or advance taxes or howsoever otherwise in respect of the profits or activities or operation of the business from the Transfer Date shall be deemed to be paid by the TRANSFEREE COMPANY and shall in all assessments and proceedings, be dealt with accordingly.

2.0 **EFFECTIVE DATE**

2.1. The Scheme shall become effective and transfers shall be deemed to have taken place with effect from the Appointed Date upon

(a). the Scheme being approved by requisite majority of the shareholders of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY and thereafter, sanctioned by the Hon'ble Calcutta High Court; and

(b) the certified copies of the order of the Hon'ble Calcutta High Court sanctioning this Scheme is filed with the Registrar of Companies, West Bengal.

2.2. With effect from the Appointed Date and upto and including the Effective Date :

(a) The TRANSFEROR COMPANY shall carry on and be deemed to have carried on their respective business and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of all their respective assets and properties for and on account of and in trust for the TRANSFEREE COMPANY.

(b) All the profits or incomes accruing or arising to the TRANSFEROR COMPANY or expenditure or losses arising or incurred by the TRANSFEROR COMPANY on and from the Appointed Date upto the Effective Date shall for all the purpose be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses, as the case may be, of the TRANSFEREE COMPANY.

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3.0. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

3.1. Approval of this Scheme by the shareholders of the TRANSFEREE COMPANY by requisite majority under Section 391 of the Act shall also amount to passing of a special resolution by the shareholders of the TRANSFEREE COMPANY under Section 81(1A) of the Act for issue and allotment of shares to the shareholders of the TRANSFEROR COMPANY under this Scheme and for this purpose no separate resolution under Section 81(1A) of the act shall be required to be passed by the shareholders of the TRANSFEREE COMPANY.

3.2. Immediately after the Effective Date and transfers taking place as stipulated under clause 1 hereof the TRANSFEREE COMPANY shall, without further act, deed or application, issue and allot to every holder in the TRANSFEROR COMPANY on a Record Date as may be fixed by the Board of Directors of the TRANSFEREE COMPANY one Equity share of Rs.10/- each credited as fully paid up in the TRNASFEREE COMPANY for every two Equity shares of Rs.10/- each fully paid up and held by such shareholder in the TRANSFEROR COMPANY. It is made clear that the said swap ratio has been determined after taking into account additional 7,50,000 equity shares of Rs.10/- each all fully paid up at a premium of Rs.90/- per share to be issued and allotted by the Board of Directors of the TRANSFEREE COMPANY on private placement basis on or before 31 March 2010.

3.3. Save and except issue and allotment of 7,50,000 additional equity shares of Rs. 10/- each at a premium of Rs. 90/- per share on private placement basis as aforesaid the TRANSFEREE COMPANY, in the usual course of business, shall not issue any further equity share prior to the Effective Date. Provided however, if it becomes necessary for the TRANSFEREE COMPANY to issue further equity shares prior to the Effective Date then the shareholders of the TRANSFEROR COMPANY shall also be entitled to the additional equity shares in the TRANSFEREE COMPANY proportionately.

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3.4. No Shareholder of the TRANSFEROR COMPANY shall be issued or allotted any fractional shares consequent upon amalgamation and all such fractional shares shall be consolidated to the nearest whole number and issued and allotted by the Board of Directors of the TRANSFEREE COMPANY to two of its officers as the trustees for the benefit of the equity shareholders of such fractional shares with a direction to sell the same in the market and to distribute the net sale proceeds thereof as reduced by the costs and expenses proportionately amongst the shareholders of the TRANSFEROR COMPANY entitled to such fractional shares.

3.5. All the Equity Shares to be issued and allotted as aforesaid shall rank pari passu in all respects with the existing Equity shares in the TRANSFEREE COMPANY and shall be entitled to full dividend, if any, declared by the TRANSFEREE COMPANY for the period on and from the Appointed Date.

3.6. All the shareholders of the TRANSFEROR COMPANY other than the shares liable to be cancelled as aforesaid shall accept the shares to be allotted as aforesaid in lieu of their shareholding(s) in the TRANSFEROR COMPANY.

3.7. The shares of the TRANSFEROR COMPANY shall cease to be transferable or tradeable on the Record Date and shall stand cancelled and extinguished upon allotment of the shares by the TRANSFEREE COMPANY as aforesaid.

3.8. In respect of the shareholding of the members of the TRANSFEROR COMPANY held in dematerialised form, the Equity Shares in the TRANSFEREE COMPANY shall, subject to applicable Regulations, be issued to them in the dematerialised form in the ratio stated in Clause 3.2 hereinabove and shall be credited to the same depository account as on the Record Date in lieu of the shares of the TRANSFEROR COMPANY.

3.9. The shareholders of the TRANSFEROR COMPANY holding shares in physical form shall have the option exercisable by notice in writing by them

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to the TRANSFEREE COMPANY on or before such date as may be determined by the Board of Directors of the TRANSFEREE COMPANY or a Committee thereof to receive the shares in the TRANSFEREE COMPANY either in physical form or in dematerialised form in accordance with this scheme. If no such option is received by the TRANSFEREE COMPANY on or before such notified date then the TRANSFEREE COMPANY shall issue the shares to such members of the TRANSFEROR COMPANY in physical form. The members exercising the option to receive shares in dematerialised form shall be required to have an account with a depository participant and shall provide details thereof and such other information as may be required by the TRANSFEREE COMPANY.

3.10. The shares of the TRANSFEROR COMPANY are interalia listed in the National Stock Exchange, the Bombay Stock Exchange and the Calcutta Stock Exchange. The TRANSFEREE COMPANY, soon after issue and allotment of shares to the shareholders of the TRANSFEROR COMPANY in accordance with this Scheme, shall make an application to the National Stock Exchange, the Bombay Stock Exchange as well as the Calcutta Stock Exchange for listing of the entire issued shares of the TRANSFEREE COMPANY at the said Stock Exchanges.

3.11. All assets of the TRANSFEROR COMPANY shall be transferred to the TRANSFEREE COMPANY at the books value and such amalgamation including treatment of reserves on amalgamation shall be carried out in accordance with the Accounting Standard AS-14.

4.0 MISCELLANEOUS

4.1. On the Effective Date, the Board of Directors of the TRANSFEROR COMPANY shall stand dissolved and the TRANSFEREE COMPANY shall take appropriate steps for dissolution without winding up of the TRANSFEROR COMPANY.

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4.2. Immediately after the Effective Date the Banking accounts of the TRANSFEROR COMPANY shall be operated by the TRANSFEREE COMPANY in such manner as may be decided by the Board of Directors of the TRANSFEREE COMPANY. The name of all such Banking accounts shall also be changed to the name of the TRANSFEREE COMPANY and notwithstanding such change in the name, the TRANSFEREE COMPANY shall be entitled to deposit and encash all account payee cheques and negotiable instruments issued in the name of the TRANSFEROR COMPANY by operating such Banking accounts.

4.3. The net worth of the TRANSFEROR COMPANY has become positive by reason of various concessions granted by the secured creditors of the TRANSFEROR COMPANY and the TRANSFEROR COMPANY is no longer a sick industrial company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1985 and the TRANSFEROR COMPANY shall get the Reference under the said Act pending before the Board for Industrial & Financial Reconstruction, disposed of by recording that the TRANSFEROR COMPANY has ceased to be a sick industrial company.

4.4. The Hon'ble High Court at Calcutta by an order dated 14 February 2009 was pleased to sanction a Scheme of Compromise between the TRANSFEROR COMPANY and its secured creditors and such Scheme is under implementation and amalgamation of the TRANSFEROR COMPANY with TRANSFEREE COMPANY shall not in any way prejudice or affect the rights of the secured creditors to receive balance payment in accordance with such Scheme and, consequent upon amalgamation, the TRANSFEREE COMPANY shall be bound by such Scheme and shall make payment of the balance dues of the secured creditors of the TRANSFEROR COMPANY in accordance with such sanctioned Scheme.

4.5. The amalgamation of the TRANSFEROR COMPANY with the TRANSFEREE COMPANY is subject to and conditional upon -

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(a) The Scheme being agreed to and approved by the requisite majority of members of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY as required under the Act and thereafter sanctioned by the Hon'ble Calcutta High Court under Sections 391 and 394 of the Companies Act, 1956 and certified copy of the order and/or orders, sanctioning the Scheme, is filed with the Registrar of Companies, West Bengal.

(b) All requisite sanctions and/or approvals of Governmental or Regulatory authority, as may be required by law, are obtained by the TRANSFEROR COMPANY and/or the TRANSFEREE COMPANY as the case may be.

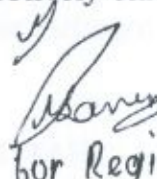
(c) Kolkata Port Trust entering into a fresh agreement and/or lease with the TRANSFEREE COMPANY with regard to the factory and/or properties of the TRANSFEROR COMPANY at Budge Budge Road and Hyde Road.

(d) The TRANSFEROR COMPANY getting the Reference, pending before the Board For Industrial And Financial Reconstruction, disposed of in the manner stated in Clause 4.3 hereinabove.

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

4.7. The Board of Directors of the TRANSFEREE COMPANY may assent on behalf of all concerned to any modification to this Scheme or to any condition which the Hon'ble Calcutta High Court or any other authority may impose and the said Board of Directors may do all such acts, things, and deeds as they may, in their sole discretion, think fit for the purpose of effectively carrying out and implementing this scheme.

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Schedule B above referred to
SCHEDULE OF ASSETS

Schedule of Assets of Allied Resins & Chemicals Ltd. (the Transferor Company) transferred to and vested in ARCL Organics Limited (the Transferee Company) as on the Transfer Date i.e. 1st day of April, 2009.

PART - I

Short description of free hold properties of the Transferor Company

1. ALL THAT pieces or parcels of Bastu, Doba, Bagan, Danga and Sali land measuring 17.45 acres more or less lying and situated in Mouja Rampur, District 24-Parganas (South) in the State of West Bengal together with factory shed, together with buildings consisting of main plant office with QC laboratories, project stores, etc., comprising of built up area of 8395.85 square feet more or less constructed on a portion thereof.
2. ALL THAT pieces or parcels of land measuring 1.01 acres more or less and being municipal premises no. 1016 Upen Banerjee Road, Kolkata-700060 together with buildings and structures constructed thereon.
3. ALL THAT pieces or parcels of Sali land measuring 3.83 acres more or less and lying and situated in Mouja Deganga, 24-Parganas (North) West Bengal.

PART - II

Short description of lease hold properties of the Transferor Company

1. ALL THAT leasehold land from Kolkata Port Trust measuring 1.3 acres more or less and being premises no. 47 Hide Road Extension, Kolkata-700088 together with buildings and other structures constructed thereon.
2. ALL THAT leasehold land from Kolkata Port Trust measuring 110 cottahs more or less and being premises no. 134, M. G. Road, Budge Budge,

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24 Parganas (South), West Bengal Pin-743319 together with buildings and other structures constructed thereon.

3. ALL THAT office space measuring 3,851 square feet more or less on the 2nd floor of the building at the premises no. 13 Camac Street, Kolkata-700016.

P A R T - I I I

Short description of Stocks, Shares, debentures and other choses in action of the Transferor Company

1. **Security and other deposits with names and amounts:-**

Security Deposit (CESC)	Rs. 4,018,628.36
Advance Rent to Port Commissioner	Rs. 10,000.00
Sales Tax Deposit	Rs. 27,657.00
Deposit with Income Tax Dept.	Rs. 180,000.00

2. **Advances**

1. Advances Recoverable in Cash or in Kind or for value to be received	Rs. 4,236,554
2. Staff Advances	Rs. 84,376
3. Interest Recievable	Rs. 5,833
4. Advance Tax Less Tax	Rs. 10,164,286
5. Balance with Central Excise	Rs. 6,291,735

3) **Telephone number.**

033-22832865

4) **Central Excise License.**

Registration No. AACCA8557DXM001 (Rampur)

Registration No. AACCA8557DXM002 (Hide Road)

5) **VAT & Sales Tax Registration Certificates.**

VAT Registration No.19200623097

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Central Sales Tax Regn. No.19200623291

6) **Other licenses and Registration Certificates.**

A. Fire Licence

- i) Fire Licence under West Bengal Fire Services Act,1960, No. 12490 (Budge Budge Factory)
- ii) Fire Licence under West Bengal Fire Services Act,1960 No. 14292 (Rampur Factory)

B. Factory Licence

- a) Factory Licence No. 5204 (Rampur Factory)
- b) Factory Licence No. 13128 (Budge Budge Factory)
- c) Factory Licence No. 3717 (Hide Road Factory)

C. Explosive Licence:

- a) Licence No. P/HQ/WB/15/676(P1589) (Rampur)
- b) Licence No. P/HQ/WB/15/903(P177257) (Budge Budge)
- c) Licence No. P/HQ/WB/15/76(P323) (Budge Budge)

7) **Insurance Policies:**

A. Fire Insurance Policy :

- i.) Policy No.1501392111100004 dated 28.12.2009
Policy Amount : Rs. 1,04,99,765/-
Premium : Rs. 9242/-
- ii.) Policy No.1501392111100008 dated 28.12.2009
Policy Amount : Rs. 10,00,000/-
Premium : Rs. 880/-
- iii.) Policy No.1501392111100007 dated 28.12.2009
Policy Amount : Rs. 1,15,35,451/-
Premium : Rs. 10,210/-
- iv.) Policy No.1501392111100003 dated 28.12.2009

SB

Ranvir

Policy Amount : Rs. 2,13,43,776/-

Premium : Rs. 18,924/-

v.)Policy No.1501392111100005 dated 28.12.2009

Policy Amount : Rs. 13,94,976/-

Premium : Rs. 1,232/-

vi.)Policy No.1501392111100006 dated 28.12.2009

Policy Amount : Rs. 8,30,97,459/-

Premium : Rs. 66,178/-

vii.)Policy No.1501392111100001 dated 28.12.2009

Policy Amount : Rs. 2,14,70,804/-

Premium : Rs. 6,593/-

viii.)PolicyNo.1501392111100002 dated 28.12.2009

Policy Amount : Rs. 82,83,135/-

Premium : Rs. 2,499/-

*Exd
Amir Khan Baw.
5.10.2010*

*Exd.
5/10/2010*

*Sanyal 5/10/10
for Registrar*

CERTIFIED TO BE A TRUE COPY

Amir Khan Baw 6/10/10
Authorised under Section 74 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

MERGER ORDER DATED

15/09/2010

BETWEEN

ARCL ORGANICS LIMITED

AND

ALLIED RESINS AND
CHEMICALS LIMITED

C. P. No. 340 of 2010
C. A. No. 441 of 2010
Connected With

IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

In the Matter of Companies Act, 1956
and

In the Matter of
ARCL Organics Ltd & Ors.

Order

of the 15th day of September 2010
Filed this 05th day of October 2010

*Received a copy
Bijun
05/10/10
for S. S. Sarkar
Addl SO A. Advocate*

- i) Date of application on for Copy 15.9.10
- ii) Date of notifying the charges 5.10.10
- iii) Date of putting in the charges 5.10.10
- iv) Date on which the copy is ready for delivery 6.10.10
- v) Date of Making over the copy to the applicant 6.10.10

15

Tibon Krishna Roy.
for Superintendent,
Company Matters Department.

Bijun Pal
6/10/10
Superintendent,
Copyists' Department
High Court, O.S.

6/10/10

Munipiwalla & Co - Advocate.